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 Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE EASTERN DISTRICT OF VIRGINIA
 RICHMOND DIVISION

- - - - - x
 In re: : Chapter 11
 :
 CIRCUIT CITY STORES, INC., : Case No. 08-35653 (KRH)
et al., :
 : Jointly Administered
 Debtors. :
 - - - - - x

**DEBTORS' APPLICATION FOR ORDER UNDER BANKRUPTCY CODE
 SECTIONS 105(a), 327(a), 328 AND 1107 AND BANKRUPTCY
 RULE 2014(a), AUTHORIZING THE EMPLOYMENT AND RETENTION
 OF STREAMBANK, LLC AS INTELLECTUAL PROPERTY DISPOSITION
 CONSULTANT TO THE DEBTORS NUNC PRO TUNC TO MARCH 23,
 2009**

The debtors and debtors in possession in the
 above-captioned, jointly-administered cases

(collectively, the "Debtors"),¹ apply (the "Application") for entry of an order, under sections 105(a), 327(a), 328 and 1107 of title 11 of the United States Code (the "Bankruptcy Code"), as supplemented by Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Eastern District of Virginia (the "Local Rules"), authorizing the employment and retention of Streambank, LLC ("Streambank") as intellectual property disposition consultant to the Debtors *nunc pro tunc* to March 23, 2009. In support of the Application, the Debtors rely upon the Affidavit of Gabriel Fried (the "Fried Affidavit"), a copy of which is attached hereto

¹ The Debtors are the following entities: The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Circuit City Stores, Inc. (3875), Circuit City Stores West Coast, Inc. (0785), InterTAN, Inc. (0875), Ventoux International, Inc. (1838), Circuit City Purchasing Company, LLC (5170), CC Aviation, LLC (0841), CC Distribution Company of Virginia, Inc. (2821), Circuit City Properties, LLC (3353), Kinzer Technology, LLC (2157), Abbott Advertising Agency, Inc. (4659), Patapsco Designs, Inc. (6796), Sky Venture Corp. (0311), Prahs, Inc. (n/a), XSStuff, LLC (9263), Mayland MN, LLC (6116), Courcheval, LLC (n/a), Orbyx Electronics, LLC (3360), and Circuit City Stores PR, LLC (5512). The address for Circuit City Stores West Coast, Inc. is 9250 Sheridan Boulevard, Westminster, Colorado 80031. For all other Debtors, the address is 9950 Mayland Drive, Richmond, Virginia 23233.

as Exhibit A. In further support of this Application, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Application under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Application in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are Bankruptcy Code sections 105(a), 327(a), 328 and 1107, as supplemented by Bankruptcy Rule 2014 and Local Rule 2014-1.

BACKGROUND

3. On November 10, 2008 (the "Petition Date"), the Debtors filed voluntary petitions in this Court for relief under chapter 11 of the Bankruptcy Code.

4. The Debtors continue to manage and operate their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107 and 1108.

5. On November 12, 2008, the Office of the United States Trustee for the Eastern District of Virginia appointed a statutory committee of unsecured creditors (the "Creditors' Committee"). To date, no trustee or examiner has been appointed in these chapter 11 cases.

6. On January 16, 2009, the Court authorized the Debtors, among other things, to conduct going-out-of-business sales at the Debtors' remaining stores pursuant to an agency agreement (the "Agency Agreement") between the Debtors and a joint venture, as agent (the "Agent"). On January 17, 2009, the Agent commenced going-out-of-business sales at the Debtors' remaining stores pursuant to the Agency Agreement.

RELIEF REQUESTED

7. By this Application, the Debtors seek entry of an order, under Bankruptcy Code sections 105(a), 327(a), 328 and 1107 authorizing the employment and retention of Streambank as their intellectual property disposition consultant in these chapter 11 cases, effective *nunc pro tunc* to March 23, 2009.

BASIS FOR RELIEF

A. The Intellectual Property And Internet-Related Assets.

8. On April 9, 2009, the Debtors filed their Motion Pursuant To Bankruptcy Code Sections 105, 332 And 363 (I)(A) Approving Procedures In Connection With Sale Of Intellectual Property, Internet-Related Property And Customer Information, (B) Authorizing Sellers To Enter Into A Stalking Horse Agreement In Connection Therewith, (C) Approving Certain Bid Protections In Connection Therewith, (D) Approving Form And Manner Of Sale Notice And (E) Setting Auction And Sale Hearing Dates; (II) Authorizing U.S. Trustee To Appoint Consumer Privacy Ombudsman; (III) Approving Sale Of Intellectual Property, Internet-Related Property And Customer Information Free And Clear Of All Interests; And (IV) Granting Related Relief (the "IP Sale Motion," Docket No. 2977). Pursuant to the IP Sale Motion, the Debtors seek authorization to sell certain of their intellectual property, internet-related property and customer information, as more fully described in Appendix A to

the Retention Agreement (as defined herein)(the "Purchased IP Assets") to Systemax, Inc. (the "Stalking Horse Bidder," and its offer, the "Stalking Horse Bid"), or to such other party that presents the highest or otherwise best offer for the Purchased IP Assets.

9. The IP Sale Motion seeks authorization of bidding procedures whereby the Debtors may solicit competing bids from interested parties. In the event the Debtor receive any qualified bids from interested parties, other than the Stalking Horse Bidder, the Debtors are authorized to conduct an auction for the sale of the Purchased IP Assets. It is in the Debtors' best interests to actively solicit bids from interested parties to ensure that the Purchased IP Assets are sold for the highest and best price achievable under the circumstances.

10. In addition to the Purchased IP Assets, the Debtors have identified certain other intellectual property and internet-related assets, including certain copyright applications, trademark applications, patents and patent applications, registered domain names, toll-

free numbers and customer information, as more fully described in Appendix B to the Agreement (collectively, the "Remaining IP Assets").

B. Streambank's Qualifications

11. The Debtors seek to enter into the Agreement, pursuant to which Streambank will provide marketing and advertising services with respect to the IP Assets, as more fully described below, because Streambank has extensive experience in and an excellent reputation for providing high quality intellectual property disposition services to large and complex companies in bankruptcy proceedings and other distressed situations. In particular, Streambank's principal, Gabriel Fried, has personally participated in the sale of intellectual property assets in numerous cases. In 2002, Mr. Fried marketed and sold, through a multi-object auction, the intellectual property assets of Service Merchandise Company, Inc., including the store name, numerous proprietary brands, several trademarks and the debtor's data files. Additionally, Mr. Fried has identified buyers of intellectual property assets and

negotiated sales in a number of other retailer chapter 11 cases, including: In re Mervyn's Holdings, LLC, Case No. 08-11586 (KG) (Bankr. D. Del. Dec. 12, 2008); In re Goody's LLC, Case No. 09-10124 (CSS) (Bankr. D. Del. Mar. 30, 2009).

12. Mr. Fried's intellectual property disposition experience also includes the sale of a substantial patent portfolio on behalf of the buyers in a series of private sales over the course of 12 months. Finally, Mr. Fried has also provided advisory services to the official committee of unsecured creditors in the Bombay Company bankruptcy, for the purpose of maximizing the recovery to creditors.

13. Streambank's extensive experience and resources will supplement the marketing efforts begun by Rothschild. Accordingly, the Debtors believe that Streambank is uniquely qualified to maximize the value of the IP Assets for the Debtors' estates.

SCOPE OF SERVICES

14. The Debtors desire to retain Streambank pursuant to that certain retention agreement (the

"Retention Agreement"), by and between the Circuit City Stores, Inc. and Streambank, LLC, a true and correct copy of which is attached to the Fried Affidavit as Exhibit 2. As more fully set forth in the Retention Agreement, during the term of retention, Streambank shall provide the following services with respect to the Purchased IP Assets, the Remaining IP Assets and any additional intellectual property assets of the Debtors which the Debtors and Streambank agree will be covered by the Retention Agreement (collectively, the "IP Assets"):²

(a) Using its best efforts to identify the IP Assets, including collecting electronic copies of such IP Assets from the Debtors;

(b) Providing the Debtors with an inventory of the IP Assets;

(c) Using its best efforts to evaluate the marketability of the IP Assets, including compiling sales histories with respect to such IP Assets and other information;

² The following descriptions of certain terms of the Retention Agreement are intended to provide an overview for parties in interest. All parties are directed to the Retention Agreement for the controlling terms of such agreement. To the extent that the descriptions set forth in the Application differ from the terms of the Retention Agreement, the terms of the Retention Agreement control.

(d) Providing to the Debtors an evaluation of the Remaining IP Assets' marketability;

(e) Advising the Debtors on methods by which to maximize the IP Assets' value;

(f) Formally marketing the IP Assets and soliciting transfers to any party that is or which may be interested in acquiring the Assets that are (i) designated by the Debtors from time to time, (ii) identified by Streambank, and/or (iii) directed to Streambank pursuant to the Retention Agreement (collectively, "Prospective Transferees");

(g) Promoting the IP Assets through a program to be developed by Streambank, which may include electronic communications, pitchbooks, internet web sites, letters, fliers, signs, telephone solicitation, newspaper or other print advertising and other such methods as Streambank may deem appropriate;

(h) During the bid and offer process, (i) responding and providing information to, communicating with and obtaining offers from Prospective Transferees, (ii) qualifying Prospective Transferees, (iii) educating Prospective Transferees regarding bid submission and managing the bid and offer process, and (iv) making general recommendations to the Debtors as to whether or not any particular offer should be accepted or rejected;

(i) Once the Debtors and a Prospective Transferee have agreed in principle to enter into an agreement for the sale of certain IP Assets, and at the Debtors' request, using commercially reasonable efforts to assist the Debtors in negotiating the agreement;

(j) Furnishing to the Debtors written progress reports as reasonably requested by the Debtors from time to time; and

(k) Making appearances in the Bankruptcy Court to the extent reasonably necessary to obtain Bankruptcy Court approval of a transfer of IP Assets.

STREAMBANK'S DISINTERESTEDNESS

15. Except as set forth in the Fried Affidavit, to the best of the Debtors' knowledge, Streambank and its professionals (a) do not have any connection with the Debtors, their creditors, or any other party in interest, or their respective attorneys or accountants, (b) are "disinterested persons" under Bankruptcy Code section 101(14), and as required under Bankruptcy Code section 327(a), and (c) do not hold or represent an interest adverse to the estate.

PROFESSIONAL COMPENSATION

16. Subject to the Court's approval and pursuant to the terms and conditions of the Retention Agreement, Streambank intends to charge the Debtors as set forth below.

17. Streambank will charge a management fee (the "Management Fee") of \$50,000. The entire Management Fee will be reimbursed out of the first \$50,000 of sale proceeds from the Remaining IP Assets, as set forth below. Accordingly, the Management Fee

will be payable only upon a sale of the Remaining IP Assets.

18. With respect to the Purchased IP Assets, Streambank will charge the Debtors a commission ranging from 0% to 5% of the gross consideration, depending upon (i) whether any bidders aside from the ten bidders listed on Appendix C to the Retention Agreement (the "Excluded Bidders") participate in the auction for the Purchased IP Assets and (ii) the total consideration received for the Purchased IP Assets at the auction.

19. Specifically, if no bidders other than the Excluded Bidders participate in the auction, Streambank's commission schedule will be as follows: (i) if gross consideration does not exceed the consideration to be provided by the Stalking Horse Bid, the commission rate will be 0%, (ii) if the gross consideration is greater than that provided by the Stalking Horse Bid and less than or equal to \$[REDACTED], the commission rate will be 2.5% and (iii) if the gross consideration is greater than \$[REDACTED], the commission rate will be 1.25%.

20. If bidders other than the Excluded Bidders participate in the auction, Streambank's commission schedule will be as follows: (i) if gross consideration does not exceed the consideration to be provided by the Stalking Horse Bid, the commission rate will be 0%, (ii) if the gross consideration is greater than that provided by the Stalking Horse Bid and less than or equal to \$[REDACTED], the commission rate will be 5% and (iii) if the gross consideration is greater than \$[REDACTED], the commission rate will be 1.25%.

21. With respect to the Remaining IP Assets, including any intellectual property assets which the Debtors and Streambank agree to include to the Remaining IP Assets, Streambank will charge the Debtors a commission ranging from 0% to 20% of the gross consideration received for the assets transferred. Specifically, (i) if the gross consideration is less than \$50,000, the commission rate is 0% provided that Streambank may recoup the Management Fee from the sale proceeds; (ii) if the gross consideration is between \$50,000 up to \$1 million, the commission rate is 10%;

(iii) if the gross consideration is between \$1 million and \$3 million, the commission rate is 15% and (iv) if the gross consideration is greater than \$3 million, the commission rate is 20%.

22. In addition, the Debtors will be responsible for the payment of reasonable expenses incurred in connection with the Retention Agreement, including marketing, advertising, travel and additional expenses or other costs. Reimbursement of Streambank's expenses is subject to the Debtors' prior approval. Streambank shall develop a proposed budget for expenses to be incurred and may augment such budget with the Debtors' consent.

23. The Debtors submit that the fee structure included in the Retention Agreement is consistent with and typical of Streambank's normal and customary billing practices for comparable services for like-sized and similarly complex cases, both in and out of bankruptcy.

24. The Debtors understand that Streambank intends to file quarterly and final fee applications with the Court for allowances of compensation and

reimbursement of expenses for intellectual property consulting services, in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, corresponding Local Rules, orders of this Court and guidelines established by the United States Trustee. Because Streambank will be compensated on a transactional basis through payment of the commissions, Streambank should not be required to maintain or provide detailed time records in connection with any of its applications.

25. Such applications for fees and expenses will be paid by the Debtors, pursuant to the terms of the Retention Agreement, subject to approval by the Court.

NO DUPLICATION OF SERVICES

26. Streambank's engagement pursuant hereto will be limited to the discrete intellectual property disposition services described in the Retention Agreement. As such, the services of Streambank will complement, and not duplicate, the services to be rendered by the other professionals retained in these

chapter 11 cases. Pursuant to the terms of the Retention Agreement, Streambank has agreed to work cooperatively with the other professionals retained by the Debtors in these cases to avoid duplication of effort and maximization of value of the services to be rendered.

APPLICABLE AUTHORITY

27. Section 327(a) of the Bankruptcy Code allows a Debtor, subject to court approval, to employ and retain a "professional person" to represent or assist in carrying out the debtor's duties. 11 U.S.C. § 327(a)

28. The Debtors seek approval of the Fee Structure pursuant to Section 328(a) of the Bankruptcy Code, which provides, in relevant part, that the Debtors, "with the court's approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." 11 U.S.C § 328(a), Accordingly,

Section 328 of the Bankruptcy Code permits the compensation of professionals on a fixed or percentage fee basis.

29. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connection with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee

Fed. R. Bankr. P. 2014.

30. As detailed above, the Debtors seek to retain Streambank as their intellectual property disposition consultant because of Streambank's extensive experience in the marketing and sale of intellectual property in comparable cases. The Debtors believe that the retention of Streambank will allow them to realize the highest returns on their intellectual property for the benefit of their estates and their creditors.

31. The compensation arrangement is typical of arrangements entered into by Streambank and other intellectual property disposition firms of comparable standing in connection with the rendering of similar services to clients such as the Debtors. The Debtors and Streambank believe the compensation structure is fair and reasonable in light of industry practice, market rates both inside and outside of chapter 11, Streambank's experience and the importance of the work to these chapter 11 cases.

32. Accordingly, the Debtors respectfully submit that intellectual property disposition services provided by Streambank are critical to the estates and request that Court approve the terms of conditions of the Retention Agreement in substantially the form attached to the Fried Affidavit.

NOTICE

33. Notice of this Application has been provided to those parties entitled to notice under this Court's Order Pursuant to Bankruptcy Code Sections 102 and 105, Bankruptcy Rules 2002 and 9007, and Local

Bankruptcy Rules 2002-1 and 9013-1 Establishing Certain Notice, Case Management, and Administrative Procedures (Docket No. 130). The Debtors submit that, under the circumstances, no other or further notice need be given.

WAIVER OF MEMORANDUM OF LAW

34. Pursuant to Local Bankruptcy Rule 9013-1(G), and because there are no novel issues of law presented in the Application and all applicable authority is set forth in the Application, the Debtors request that the requirement that all applications be accompanied by a separate memorandum of law be waived.

NO PRIOR REQUEST

35. No previous request for the relief sought herein has been made to this Court or any other court.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form annexed hereto, granting the relief requested in the Application and such other and further relief as may be just and proper.

Dated: Richmond, Virginia
April 17, 2009

Circuit City Stores, Inc.

/s/ Michelle Mosier_____
Michelle Mosier
Chief Financial Officer

Dated: April 17, 2009 SKADDEN, ARPS, SLATE, MEAGHER &
Richmond, Virginia FLOM, LLP
Gregg M. Galardi, Esq.
Ian S. Fredericks, Esq.
P.O. Box 636
Wilmington, Delaware 19899-0636
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- and -

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/s/ Douglas M. Foley .
Dion W. Hayes (VSB No. 34304)
Douglas M. Foley (VSB No. 34364)
One James Center
901 E. Cary Street
Richmond, Virginia 23219
(804) 775-1000

Counsel for Debtors
and Debtors in Possession

EXHIBIT A

Fried Affidavit

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

- - - - - x
In re: : Chapter 11
:
CIRCUIT CITY STORES, INC., : Case No. 08-35653 (KRH)
et al., :
: Jointly Administered
Debtors. :
- - - - - x

**AFFIDAVIT OF GABRIEL FRIED IN SUPPORT OF APPLICATION FOR ORDER
UNDER BANKRUPTCY CODE SECTIONS 105(a), 327(a), 328 AND 1107
AND BANKRUPTCY RULE 2014(a), AUTHORIZING THE EMPLOYMENT
AND RETENTION OF STREAMBANK, LLC AS INTELLECTUAL PROPERTY
DISPOSITION CONSULTANT TO THE DEBTORS NUNC PRO TUNC
TO MARCH 23, 2009**

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF NORFOLK)

I, Gabriel Fried, being duly sworn, hereby deposes and
say:

1. I am a Principal of Streambank LLC ("Streambank"),
a consulting firm based in Needham, Massachusetts focused on
maximizing value of intellectual property of distressed
companies. I submit this Affidavit (the "Fried Affidavit") on
behalf of Streambank in support of the Debtors' Application For
Order Authorizing The Employment And Retention Of Streambank LLC
As Intellectual Property Disposition Consultant To The Debtors
Nunc Pro Tunc To March 23, 2009 (the "Application")¹ filed by the

¹ Capitalized terms not otherwise defined herein shall have the meanings
ascribed to such terms in the Application.

debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for entry of an order pursuant to sections 105(a), 327(a), 328 and 1107 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") authorizing the retention and employment of Streambank to provide intellectual property disposition services to the Debtors under the terms and conditions set forth in the Application. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

STREAMBANK QUALIFICATIONS

2. Streambank is one of the leading intellectual property disposition consultants in the country. Streambank has extensive experience in and an excellent reputation for providing high quality intellectual property disposition services to large and complex companies in bankruptcy proceedings and other distressed situations.

3. I have personally participated in the sale of intellectual property ("IP") assets in bankruptcy proceedings and for creditor benefit in numerous cases. I marketed and sold through a multi-object auction the IP assets of Service Merchandise Company, Inc., including the store name, numerous proprietary brands, several trademarks and the debtor's data files. Additionally, I identified buyers of IP assets and

negotiated sales for Heilig Meyers, Montgomery Ward, Jacobson's Stores and other retailers. My IP disposition experience also includes the sale of a substantial patent portfolio on behalf of the Collins & Aikman Post-Consummation Trust. This portfolio was sold to numerous different buyers in a non-auction format over the course of 12 months. I have also provided advisory services to the Official Committee of Unsecured Creditors in the Bombay Company bankruptcy for the purpose of maximizing the recovery to creditors.

4. I earned my undergraduate degree in Economics with Honors from the University of Massachusetts, Amherst and a masters degree in Economics from the University of Illinois. I have written about and presented on the topic of IP monetization in distressed situations on many occasions including at the 2006 national meeting of the Turnaround Management Association and at the 2008 Distressed Retail Conference.

DISINTERESTEDNESS AND ELIGIBILITY

5. In connection with the preparation of the Affidavit, Streambank conducted a review of its contacts with the Debtors, their affiliates and certain entities holding large claims against or interests in the Debtors that were made reasonably known to Streambank. A listing of the parties reviewed is attached as Exhibit 1 to this Affidavit.

Streambank's review, completed under my supervision, consisted

of a query of the parties listed on Exhibit 1 within an internal computer database containing names of individuals and entities that are present or recent former clients of Streambank.

6. Based on the results of its review, Streambank does not have a relationship with any of the parties on Exhibit 1 in matters related to these proceedings.

7. Further, as part of its diverse practice, Streambank appears in numerous cases, proceedings and transactions that involve many different professionals, including attorneys, accountants and financial consultants, who may represent claimants and parties in interest in the Debtors' chapter 11 cases. Also, Streambank has performed in the past, and may perform in the future, intellectual property consulting services for various attorneys and law firms, some of whom maybe involved in these proceedings. In addition, Streambank has in the past, may currently, and will likely in the future, be working with or against other professionals involved in these cases in matters unrelated to the Debtors and these cases. Based on my current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests materially adverse to the Debtors in matters upon which Streambank is to be employed, and none are in connection with these chapter 11 cases.

8. Streambank is not a "creditor" with respect to fees and expenses of any of the Debtors within the meaning of section 101(10) of the Bankruptcy code. Further, neither I nor any other employee of Streambank, to the best of my knowledge, is a holder of any outstanding debt instruments or shares of the Debtors' stock.

9. As such, to the best of my knowledge, Streambank is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that Streambank:

- (a) is not a creditor, equity security holder or insider of the Debtors;
- (b) is not and was not an investment banker for any outstanding security of Debtors;
- (c) has not been, within three years before the date of the filing of the Debtors' chapter 11 petition, (i) an investment banker for a security of the Debtors or (ii) an attorney for such an investment banker in connection with the offer, sale or issuance of a security of the Debtors' and
- (d) was not, within two years before the date of filing of the Debtors' chapter 11 petition, a director, officer, or employee of the Debtors or of any investment banker as specified in subparagraph (b) or (c) of this paragraph.

In addition, to the best of my knowledge and based upon the results of the relationship search described above and disclosed herein, Streambank neither holds nor represents an interest

adverse to the Debtors within the meaning of section 327(a) of the Bankruptcy Code.

10. It is Streambank's policy and intent to update and expand its ongoing relationship search for additional parties in interest in an expedient manner. If any new material relevant to facts of relationships are discovered or arise, Streambank will promptly file a Bankruptcy Rule 2014(a) Supplemental Affidavit.

PROFESSIONAL COMPENSATION

11. Subject to the Court's approval, and pursuant to the terms and conditions of the Retention Agreement attached hereto as Exhibit 2 (the "Retention Agreement"), Streambank intends to charge the Debtors as set forth below.

12. Streambank will charge a management fee (the "Management Fee") of \$50,000. The entire Management Fee will be reimbursed out of the first \$50,000 of sale proceeds from the Remaining IP Assets (as defined in the Application), as set forth below. Accordingly, the Management Fee will be payable only upon a sale of the Remaining IP Assets.

13. With respect to the Purchased IP Assets (as defined in the Application), Streambank will charge the Debtors a commission ranging from 0% to 5% of the gross consideration, depending upon (i) whether any bidders aside from the ten bidders listed on Appendix C to the Retention Agreement (the

"Excluded Bidders") participate in the auction for the Purchased IP Assets and (ii) the total consideration received for the Purchased IP Assets at the auction.

14. Specifically, if no bidders other than the Excluded Bidders participate in the auction, Streambank's commission schedule will be as follows: (i) if gross consideration does not exceed the consideration to be provided by the Stalking Horse Bid, the commission rate will be 0%, (ii) if the gross consideration is greater than that provided by the Stalking Horse Bid and less than or equal to \$[REDACTED], the commission rate will be 2.5% and (iii) if the gross consideration is greater than \$[REDACTED], the commission rate will be 1.25%.

15. If bidders other than the Excluded Bidders participate in the auction, Streambank's commission schedule will be as follows: (i) if gross consideration does not exceed the consideration to be provided by the Stalking Horse Bid, the commission rate will be 0%, (ii) if the gross consideration is greater than that provided by the Stalking Horse Bid and less than or equal to \$[REDACTED], the commission rate will be 5% and (iii) if the gross consideration is greater than \$[REDACTED], the commission rate will be 1.25%.

16. With respect to the Remaining IP Assets, including any intellectual property assets which the Debtors and

Streambank agree to include to the Remaining IP Assets, Streambank will charge the Debtors a commission ranging from 0% to 20% of the gross consideration received for the assets transferred. Specifically, (i) if the gross consideration is less than \$50,000, the commission rate is 0% provided that Streambank may recoup the Management Fee from the sale proceeds; (ii) if the gross consideration is between \$50,000 up to \$1 million, the commission rate is 10%; (iii) if the gross consideration is between \$1 million and \$3 million, the commission rate is 15% and (iv) if the gross consideration is greater than \$3 million, the commission rate is 20%.

17. In addition, the Debtors will be responsible for the payment of reasonable expenses incurred in connection with the Retention Agreement, including marketing, advertising, travel and additional expenses or other costs. Reimbursement of Streambank's expenses is subject to the Debtors' prior approval. Streambank will develop a proposed budget for expenses to be incurred and may augment such budget with the Debtors' consent.

18. The Debtors understand that Streambank intends to file quarterly and final fee applications with the Court for allowances of compensation and reimbursement of expenses for intellectual property consulting services, in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, corresponding Local Rules, orders of this Court and

guidelines established by the United States Trustee. Because Streambank will be compensated on a transactional basis through payment of the commissions, Streambank should not be required to maintain or provide detailed time records in connection with any of its applications.

19. Such applications for fees and expenses will be paid by the Debtors, pursuant to the terms of the Retention Agreement, subject to approval by the Court.

20. To the best of my knowledge: (a) no commitments have been made or received by Streambank with respect to compensation or payment in connection with these cases other than in accordance with the provisions of the Bankruptcy Court; and (b) Streambank has no agreement with any other entity to share with such entity any compensation received by Streambank in connection with these chapter 11 cases.

FURTHER AFFIANT SAYETH NOT.



Gabriel Fried

Subscribed and sworn to
before me this 17th day of
April 2009.


Notary Public

Jenny E. Tejeda
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 04, 2011

EXHIBIT 1

(Parties in Interest)

The Debtors

Abbott Advertising Agency, Inc.
CC Aviation, LLC
CC Distribution Company of Virginia, Inc.
Circuit City Properties, LLC
Circuit City Purchasing Company, LLC
Circuit City Stores, Inc.
Circuit City Stores PR, LLC
Circuit City Stores West Coast, Inc.
Courcheval, LLC
InterTAN, Inc.
Kinzer Technology, LLC
Mayland MN, LLC
Orbyx Electronics, LLC
Patapsco Designs, Inc.
Prahs, Inc.
Sky Venture Corporation
Ventoux International, Inc.
XS Stuff, LLC

Non-Debtor Affiliates

Asian Sourcing & Procurement Services Co. Ltd.
Circuit City Global Sourcing Ltd
Early Adopter Fund, LLC
InterTAN Canada, Ltd
InterTAN France SNC
InterTAN Ontario Ltd.
PlumChoice, Inc.
Sixth Street Marketplace, LP
St. Tammany Oaks Subdivision Association LLC
Theater Xtreme Entertainment Group, Inc.

Directors and Officers

Baldyga, Lisa
Barretta, Henry P.
Besanko, Brue H.
Bossin, Alan
Bradley, Brian S.
Breitenbecher, Kelly E.
Brill, Ronald M.
Byrd, Carolyn H.
Cuthbertson, Ron
Daoust, Ean
Dunn, Philip J.
Fairbairn, Ursula O.
Feigin, Barbara S.
Foss, Michael E.
Grove, Jacqueline
Hardymon, James F.
Harlow, John T.
Hedgebeth, Reginald D.
Heidemann, Lyle G.
Jonas, Eric A., Jr.
Kane, Alan
Kelly, John J.
King, Alan B.
Kornstein, Don R.
Ma, Jeric
Marcum, James A.
McDonald, Jeffrey A.
Mosier, Michelle
Mulleady, John
Oakey, John A., III
Owen, Linda M.
Pappas, Steven P.
Ramsey, Daniel W.
Mith, Marlies A.
Salovaara, Mikael
Schoonover, Philip J.
Spainhour, J. Patrick
Spurling, Richard D.
Stone, Jeffrey S.
Swidler, Gerald L.
Turner, Ronald L.
Wahle, Elliot

Wong, Mark J.
Woo, Carolyn Y.

Businesses Affiliated with Directors and Officers

AFC Enterprises
Air Products and Chemicals Inc.
Aon Corporation
Bally Total Fitness Holding Corporation
Centex Corporation
Home Depot International
Iconix Brand Group Inc.
Lexmark International Inc.
Nisource Inc.
Pan American Life Insurance
Stride Rite Sourcing International
Sunoco Inc.
Textron Lycoming Corporation
The Brink's Company
The Servicemaster Company
True Value Company
Varsity Brands Inc.
VF Corporation
Wabco Holdings

Significant Shareholders

J. Richard Atwood
Classic Fund Management Aktiengesellschaft
First Pacific Advisors LLC
HBK Investments LP
HBK Management LLC
HBK Master Fund
HBK Master Fund LP
HBK Partners II LP
HBK Services LLC
Robert L Rodriguez
Mark J Wattles

Prepetition and Postpetition

Secured Lenders

Ableco Finance LLC
Bank of America, N.A.
Burdale Finance Ltd.
Capital One Leverage Finance Corporation
Crystal Capital
Fifth Third Bank
General Electric Capital Corporation
GMAC Commercial Finance LLC
JPMorgan Chase Bank, N.A.
National City Business Credit, Inc.
PNC Bank, N.A.
SunTrust Bank
Textron Financial Corporation
UBS Loan Finance LLC
UPS Capital Corporation
Wachovia Capital Finance Corporation
Webster Financial Corporation
Wells Fargo Retail Finance, LLC

Merchandise Creditors

Alliance Entertainment
Apple
Audiovox
Belkin Logistics Inc.
Buena Vista Home Video
Columbia Tristar Home Video
Dlink Systems
Eastman Kodak Company
Electronic Arts
Epson America Inc.
Fox Home Entertainment
Fuji Photo Film USA
Garmin International Inc.
Hewlett-Packard
Hisense USA Corporation

Kingston Technologies
Klipsch Audio Technologies, LLC
Lenovo, Inc.
Lexmark International Inc.
Linksys
Logitech Inc.
Microsoft Corporation
Microsoft Xbox
Mitsubishi Digital Electronics
Monster Cable Products
Nikon Inc.
Olympus Corporation
Omnimount Systems Inc.
Oncorp US, Inc.
Onkyo USA Corporation
Panasonic North America
Paramount Home Video
Pioneer Electronics (USA) Inc
Samsung Electronics America Inc.
Samsung Opto Electronics Inc.
Sandisk Corporation
Sharp Electronics Corporation
Sony Computer Entertainment
Sony Electronics Inc.
Stillwater Designs Inc.
THQ Inc.
Tomtom Inc.
Toshiba America Consumer Products
Toshiba Computer Systems Division
Universal Distribution Records
Vizio
Warner Home Video
Western Digital Technologies
Zenith Electronics Corporation

Vendors and Major Contract Parties

Alpha Security Products
American Systems Corporation
Andrews Electronics Inc.
Bailiwick Data Systems Inc.
CDW Direct LLC
Clay Inc, Bruce
Clickit Inc.
Cormark Inc.
Corporate Express
Corporate Facilities Group
Cosco
DC Power Solutions
Eastern Security Corporation
Eleets Logistics
Ereplacements LLC
Fire Materials Group LLC
Gorilla Nation Media
Graphic Communications
Illinois Wholesale Cash Register
Innerworkings LLC
J&F Mfg Inc
JLG Industries Inc.
Nextag
NFL Enterprises LLC
North American Roofing Systems Inc.
Northern Wire Productions
Orbis Corporation
Pricegrabber.Com LLC
PTR Compactor & Baler Company
Quebecor World KRI
Retail Maintenance Services LLC
Samsung Electronics America Inc.
Shopping.Com Inc.
Shopzilla Inc.
Sony
Specificmedia Inc.
Standard Electric
Streater Inc.
Swift Train Company

Trane
Tremor Media
Universal Fixtures & Display
US Signs
USIS Commercial Services Inc.
Vance Baldwin
Vanguard Products Group Inc.
Vector Security
Virginia Electronic Components
Wayne Dalton Corporation
Weather Channel Interactive, The

Fifty Largest Unsecured Creditors

Advertising.com
Alliance Entertainment
Apex Digital Inc
Audiovox
Belkin Logistics Inc.
Bethesda Softworks
Buena Vista Home Video
Columbia Tristar Home Video
Dlink Systems
Eastman Kodak Company
Fox Home Entertainment
Fuji Photo Film USA
Garmin International Inc.
Graphic Communications
Hewlett-Packard
Hisense USA Corporation
IBM
IBM Strategic Outsourcing Wire
Incomm
Kensington Computer Products Group
Kingston Technologies
Klipsch Audio Technologies LLC
Lenovo, Inc.
Lexar Media Inc.
Lexmark International Inc.
Linksys
Microsoft Corp Consignment
Microsoft Xbox Consignment
Mitac USA Inc.
Mitsubishi Digital Electronics
Monster Cable Products
Navarre Consignment
Navarre Corporation
Nikon Inc.
Olympus Corporation
Omnimount Systems Inc.
Oncorp US, Inc.
Onkyo USA Corporation
Panasonic North America
Paramount Home Video
Pioneer Electronics (USA) Inc.
Samsung Electronics America
Sandisk Corporation
Sharp Electronics Corporation
Simpletech
Sony Computer Entertainment
Sony Electronics Inc.
Stillwater Designs Inc.
THQ Inc. (ValuSoft)
Toshiba America Business Solutions Inc.
Toshiba America Consumer Products
Toshiba Computer Systems Division
Vizio
Vtech Communications Inc.
Vtech Electronics
Warner Home Video
Zenith Electronics Corporation

Consignors

foneGear
Intuit Inc.
Memorex Products, Inc.

Navarre Corporation
Panasonic Consumer Electronics Company
Pinnacle Systems, Inc. (Avid Tech Inc.)
THQ Inc. (ValuSoft)

Credit Card Companies and/or Processors

American Express
Chase Bank, USA
Discover Card
IPS Card Solutions, Inc.
MasterCard
ValueLink
Visa Inc.

Insurers

American Empire Excess & Surplus Lines
American Home Assurance Company
Arch Insurance Group
Axis Reinsurance Company
Axis Surplus Insurance Company
Chubb
CNA Global Specialty Lines
Continental Casualty Company
Essex Insurance Company
Executive Risk Indemnity Inc.
Federal Insurance Company
Fireman's Fund Insurance Company
Glacier Re
Global Aerospace, Inc.
Global Excess Partners
Great American Assurance Company
Great American Insurance Company
Industrial Risk Insurers
Integon Specialty Insurance Company
Lancashire Insurance Company (UK) Ltd
Landmark American Insurance Company
Lexington Insurance Company
Liberty Mutual Fire Insurance Company
Lloyds of London
National Liability & Fire Insurance Company
National Union Fire Insurance Company
Ohio Casualty Insurance Company
Old Republic Risk Management Inc.
Princeton Excess & Surplus Lines Insurance Co.
RSUI Indemnity Company
St. Paul Mercury Insurance Company
State National Insurance Company
Westchester Surplus Lines Insurance Company
XL Specialty Insurance Company
Zurich American Insurance Company

Third Party Administrators

Aetna Life Insurance Company
Alliance Entertainment Corporation
American Express Travel Related Services Company
American Express Trust Company
Aon Inc.
Assurant Inc.
Avista Advantage, Inc.
Beecher Carlson Insurance Services
Computerized Waste Systems
CTSI
E-Count
Empire Blue Cross Blue Shield
Hewitt Associates LLC
IBM
Jardine Lloyd Thompson Canada
Kaiser Permanente
Marsh USA, Inc.
Medco Health Solutions
Mercer Insurance Group
Mid-Atlantic Vision Service Plan, Inc.
Navigant Consulting, Inc
Specialty Risk Services
Tangoe, Inc.

Triple-S Management Corporation
Vision Service Plan
Wachovia Bank, N.A.

Utility Providers

Accent Energy
American Electric Power Company
American Water Company
Alabama Gas Corporation
Alabama Power
Alameda County Water District
Albemarle County Service Authority
Albuquerque Bernalillo County Water
Alderwood Water District
Allegheny Power
Alliant Energy/WP&L
Alltel
Altoona City Authority
Ameren CIPS
Ameren UE
Ameren CILCO
Ameren IP
American Water & Energy Savers
American Water Service, Inc.
Anne Arundel County Water and Wastewater
Anniston Water Works, AL
Arizona Public Service
Aqua New Jersey
Aquarion Water Company of CT
Aquila, Inc.
Arch Wireless
Arkansas Oklahoma Gas Corporation
Arkansas Western Gas Company
Artesian Water Company, Inc.
Ashwaubenon Water & Sewer Utility
AT&T
AT&T (Ameritech)
AT&T (Bellsouth)
AT&T (Pacific Bell)
AT&T (SNET)
AT&T (Southwestern Bell)
AT&T Mobility
Athens Clarke County, GA
Athens-Clarke County Stormwater Utility
Atlantic City Electric
Atmos Energy
Augusta Utilities Department
Aurora Water
Austell Natural Gas System
Autoridad de Acueductos y Alcantarillado
Autoridad de Energia Electrica
Avaya
Avista Utilities
Bangor Gas, ME
Bangor Hydro Electric Company
Bangor Water District
Bay State Gas
Bell South
Bellevue City Treasurer, WA
Belmont County Sanitary Sewer District, OH
Bexar County WCID
Baltimore Gas & Electric
Board of Public Utilities-Cheyenne, WY
Board of Water Supply/HI
Board of Water Works of Pueblo, CO
Borough of Chambersburg, PA
Braintree Electric Light Department
Braintree Water & Sewer Dept
Brazoria County MUD #6
Brick Township Municipal Utilities
Brighthouse Networks
Brownsville Public Utilities Board
Brunswick-Glynn County, GA
Bucks County Water & Sewer Authority
California Water Service-Bakersfield

Canton Township Water Dept, MI	City of Cuyahoga Falls, OH
Cape Fear Public Utility Authority	City of Dallas, TX
<i>Cascade Natural Gas</i>	City of Daly City, CA
Center Township Water & Sewer Authority	City of Danbury, CT
<i>CenterPoint Energy Services Inc.</i>	City of Daphne, AL
Central Georgia EMC	City of Daytona Beach, FL
Central Hudson Gas & Electric Company	City of Dearborn, MI
<i>Central Maine Power</i>	City of Decatur, IL
CenturyTel	City of Denton, TX
Charleston Water System	City of Dover, DE
Charlotte County Utilities	City of Durham, NC
Charter Communications	City of East Point, GA
Charter Township of Bloomfield, MI	City of Escondido, CA
Charter Township of Meridian, MI	City of Falls Church, VA
Chattanooga Gas Company	City of Fayetteville, AR
Chesapeake Utilities	City of Florence, SC
Chesterfield County Utilities Department	City of Folsom, CA
Cheyenne Light, Fuel & Power	City of Fort Lauderdale, FL
Cincinnati Bell	City of Fort Myers, FL/340
Citizens Gas & Coke Utility	City of Fort Smith, AR
Citrus Heights Water District	City of Fredericksburg, VA
City and County of Denver, CO	City of Fresno, CA
City of Abilene, TX	City of Frisco, TX
City of Alcoa Utilities, TN	City of Fullerton, CA
City of Alexandria, LA	City of Garland Utility Services
City of Altamonte Springs, FL	City of Gastonia, NC
City of Amarillo, TX	<i>City of Glendale, CA - Water & Power</i>
City of Ammon, ID	City of Goodyear, AZ
City of Ann Arbor Treasurer, MI	City of Grand Rapids, MI
City of Ardmore, OK	City of Grandville, MI
City of Arlington, TX	City of Groveland, FL
City of Asheville, NC	City of Groveland, FL
City of Atlanta, GA-Dept of Watershed Mg	City of Gulfport, MS
City of Austin, TX	City of Harrisonburg, VA
City of Avondale, AZ	City of Hattiesburg, MS
City of Baltimore, MD	City of Hialeah, FL-Dept of Water & Sewer
City of Batavia, IL	City of Hickory, NC
City of Beaumont, TX	City of High Point, NC
City of Berwyn, IL	City of Houston, TX - Water/Wastewater
City of Bethlehem, PA	City of Humble, TX
City of Bloomington, IL	City of Huntington Beach, CA
City of Bloomington, MN	City of Hurst, TX
City of Boca Raton, FL	City of Independence, MO
City of Boulder, CO	City of Jacksonville, NC
City of Boynton Beach, FL/Utilities Dept	City of Joliet, IL
City of Brea, CA	City of Keene, NH
City of Bridgeport, WV	City of Keizer, OR
City of Brighton, MI	City of Killeen, TX
City of Brockton, MA	City of Kingsport, TN
City of Brookfield, WI	City of La Habra, CA
City of Buford, GA	City of Lafayette, IN
City of Burbank, CA	City of Lake Charles, LA
City of Burnsville, MN	City of Lake Worth, TX
City of Calumet City, IL	City of Lakewood, CA
City of Cape Coral, FL	City of Lakewood, CO
City of Carmel, IN	City of Laredo, TX
City of Cedar Hill, TX	City of League City, TX
City of Cedar Park, TX	City of Leominster, MA
City of Chandler, AZ	City of Lewisville, TX
City of Charlottesville, VA	City of Livermore, CA
City of Chicago, IL Dept. of Water	City of Long Beach, CA
City of Clearwater, FL	City of Longview, TX
City of Cocoa, FL	City of Lufkin, TX
City of Colonial Heights, VA	City of Lynnwood, WA
City of Columbia, MO	City of Madison Heights, MI
City of Columbia, SC	City of Mansfield, TX
City of Columbus, OH	City of Manteca, CA
City of Concord, NC	City of Maple Grove, MN
City of Concord, NH	City of Marion, IL
City of Coon Rapids, MN	City of Martinsville, VA
City of Coral Springs, FL	City of McHenry, IL
City of Corpus Christi, TX-Utility Busing	City of McKinney, TX
City of Countryside, IL	City of Melbourne, FL
City of Covina, CA	City of Merced
City of Crystal Lake, IL	City of Meriden Tax Collector, CT

City of Mesa, AZ
City of Mesquite, TX
City of Midland, TX
City of Midwest City, OK
City of Millville, NJ
City of Minnetonka, MN
City of Modesto, CA
City of Monrovia, CA
City of Montebello, CA
City of Morgan Hill, CA
City of Muskegon, MI
City of Myrtle Beach, SC
City of Naperville, IL
City of Niles, OH
City of Norman, OK
City of North Canton, OH
City of Norton Shores, MI
City of Norwalk, CA
City of Novi, MI
City of OFallon, IL
City of Oklahoma City, OK
City of Olympia, WA
City of Orange, CA
City of Orem, UT
City of Oxnard, CA
City of Pasadena, CA
City of Pasadena, TX
City of Pembroke Pines, FL
City of Pensacola, FL
City of Peoria, AZ
City of Phoenix, AZ
City of Pittsburg, CA
City of Plano, TX
City of Plantation, FL
City of Pontiac, MI
City of Port Arthur, TX
City of Port Richey, FL
City of Portage, MI
City of Portland, OR
City of Portsmouth, NH
City of Raleigh, NC
City of Rancho Cucamonga, CA
City of Redding, CA
City of Richland, WA
City of Richmond, VA
City of Rochester Hills, MI
City of Rockford, IL
City of Rockwall, TX
City of Roseville, CA
City of Roseville, CA
City of Roseville, MI
City of Round Rock, TX
City of Salisbury, NC
City of San Bernardino, CA - Water
City of San Diego, CA
City of San Luis Obispo, CA
City of Santa Barbara, CA
City of Santa Maria, CA
City of Santa Monica, CA
City of Santa Rosa, CA-Water & Sewer
City of Savannah, GA
City of Sebring, FL
City of Selma, TX
City of Sherman, TX
City of Shreveport, LA-D O W A S
City of Signal Hill, CA
City of Slidell, LA
City of Somerville, MA
City of Southaven, MS
City of Southlake, TX
City of St. Cloud, MN
City of St. Peters, MO
City of Steubenville, OH
City of Sugar Land, TX
City of Summerville, Armuchee

City of Sunnyvale, CA
City of Tallahassee, FL - Util Dept
City of Tampa, FL
City of Taunton, MA
City of Taylor, MI
City of Temple, TX
City of Thornton, CO
City of Toledo, OH
City of Torrance, CA
City of Troy, MI
City of Tucson, AZ
City of Tukwila, WA
City of Tulsa, OK
City of Turlock, CA
City of Tuscaloosa, AL
City of Tyler, TX
City of Vero Beach, FL
City of Victorville, CA
City of Vienna, WV
City of Virginia Beach, VA
City of Waco, TX
City of Warner Robins, GA
City of Webster, TX
City of West Jordan, UT
City of West Palm Beach/Utilities
City of Westland, MI - Dept. 180701
City of Wichita Falls, TX
City of Wichita Water Department, KS
City of Wilmington, DE
City of Wilmington, NC
City of Winston-Salem, NC
City of Woodbury, MN
City of Yuma, AZ
City Utilities (Fort Wayne, IN)
City Utilities of Springfield, MO
City Water & Light
City Water Light & Power, Springfield IL
Clackamas River Water
Clarksville Department of Electricity
Clarksville Gas & Water Department
Clearwater Enterprises, L.L.C.
Cleco Power LLC
Cleveland Utilities
Coachella Valley Water District
Cobb County Water System
College Station Utilities - TX
Colorado Springs Utilities
Columbia Gas of Kentucky
Columbia Gas of Maryland
Columbia Power & Water Systems
Columbus City Utilities
Columbus Water Works
Com Ed
Comcast
Compton Municipal Water Dept
Con Edison
Con Edison Solutions
Connecticut Light & Power
Connecticut Natural Gas Corporation
Connecticut Water Company
Connexus Energy
Consolidated Communications
Consolidated Mutual Water
Consolidated Waterworks District #1
Consumers Energy
Contra Costa Water District
County of Henrico, VA
Cox Communications
CPS Energy
Cucamonga Valley Water District
Dakota Electric Association
Davidson Telecom LLC
Dayton Power & Light
Delmarva Power DE/MD/VA
Delta Charter Township, MI

Denver Water
Deptford Township MUA, NJ
Direct Energy
Division of Water, City of Cleveland OH
Dixie Electric Cooperative
Dominion East Ohio
Dothan Utilities
Douglasville-Douglas County GA
DTE Energy
Dublin San Ramon Services District
Duke Energy
Dupage County Public Works
Duquesne Light Company
East Bay Municipal Utility District
East Brunswick Water Utility
Eastern Municipal Water District
Easton Suburban Water Authority
Easylink Services Corporation
El Paso Electric Company
El Paso Water Utilities
El Toro Water District
Electric City Utilities/City of Anderson
Electric Power Board-Chattanooga
Elizabethtown Gas
Elmira Water Board NY
Elyria Public Utilities
Embarq Communications
Emerald Coast Utilities Authority
Entergy Arkansas, Inc.
Entergy Gulf States LA, LLC
Equitable Gas Company
Erie County Water Authority
Evansville, IN Waterworks Dept
Everett Utilities
Fairfax Water - VA
Fairfield Municipal Utilities
Fairpoint Communications
Fewtek Inc.
First Utility District of Knox County
Flint EMC, GA
Flint Township-Board of Public Works
Florence Water & Sewer Commission
Florida City Gas
Florida Power & Light Company
Florida Public Utilities Co, DeBary
Floyd County Water Department
Fontana Water Company
Fort Collins Utilities
Fort Worth Water Dept, TX
Frederick County Division of Utilities
Frontier
Fruitland Mutual Water Company
Gainesville Regional Utilities
Gas South
Geoff Patterson, Receiver of Taxes
Georgia Power
Golden State Water Company
Grand Chute Utilities
Grand Traverse County Dept of Pub Works
Granite Telecommunications
Greater Augusta Utility District, ME
Greater Cincinnati Water Works
Green Bay Water Utility
Green Mountain Power
Greene County - Department of Public Wor
Greenville Utilities Commission, NC
Greenville Water System, SC
GreyStone Power Corporation
Gulf Power
Gwinnett Co. Water Resources
Hamilton Township
Hampton Roads Utility Billing Services
Harker Heights Water Department, TX
Harpeth Valley Utilities District
Harrisonburg Electric Commission

Hawaiian Electric Company, Inc.
Hawaiian Telecom
Hayward Water System
Helix Water District
Hernando County Utilities, FL
Hicksville Water District
Highland Sewer & Water Authority
Highland Utilities Dept, IN
Highlands Ranch Metro Districts
Hillsborough County Water Resource Ser.
Holland Board of Public Works
Holland Charter Township, MI
Holyoke Gas & Electric Department
Holyoke Water Works, MA
Huntsville Utilities, AL
Idaho Power
Imperial Irrigation District, CA
Indian River County Utilities, FL
Indianapolis Power & Light
Indianapolis Water Company
Insight
Intercall
Intermountain Gas Company
Intermountain Rural Electric Association
Irvine Ranch Water District
Jackson Electric Membership Corp, GA
Jackson Energy Authority
Jackson Water Collection, MI
Jacksonville Electric Authority
Jefferson County AL, Sewer Service Fund
Jefferson Parish, LA
Jersey Central Power & Light
Johnson City Power Board
Johnson City Utility System
Kansas City Power & Light Company
Kansas Gas Service
KCMO Water Services Department
Keynote Red Alert
Kissimmee Utility Authority
Knoxville Utilities Board
Kentucky Utilities Company
Laclede Gas Company
Lafayette Utilities Systems
Lake Apopka Natural Gas District, FL
Lake County Dept of Public Works, IL
Lakehaven Utility District
Lakeland Electric/City of Lakeland,FL
Lansing Board of Water & Light
Lee County Electric Cooperative
Lincoln Electric System
Long Island American Water, NY
Long Island Power Authority
Los Angeles County Dept. of Public Works
Los Angeles Dept of Water & Power
Loudoun Water
Louisville Water Company
Lubbock Power Light & Water
Lycoming County Water & Sewer Authority
Macon Water Authority
Madison Gas and Electric - WI
Madison Suburban Utility District
Madison Water/Sewer/Storm Utilities, WI
Manchester Water Works
Marin Municipal Water District
Martin County Utilities
McAllen Public Utilities -TX
MCI
Manatee County Utilities Cust Serv
Medford Water Commission, OR
Memphis Light, Gas & Water Division
Merced Irrigation District
Merchantville - Pennsauken
Met-Ed
Metro
Metro Technology, Inc. (AL)

Metro Water Services TN
Metropolitan St. Louis Sewer District
Miami-Dade Water and Sewer Dept.
MidAmerican Energy Company
Mid-Carolina Electric Cooperative
Middle Tennessee Electric Membership
Milwaukee Water Works
Mishawaka Utilities
Mississippi Power
Missouri Gas Energy
Mobile Area Water & Sewer System
Modesto Irrigation District
Monroe County Water Authority
Monte Vista Water District
Montgomery Water Works
Mount Laurel Municipal Utilities
Mount Pleasant Waterworks, SC
Mountaineer Gas
Nashville Electric Service
National Fuel
National Grid
Nevada Power Company
New Braunfels Utilities, TX
New England Gas Company
New England Water Utility Services, Inc.
New Hampshire Gas Corporation
New Jersey Natural Gas Company
New Mexico Utilities, Inc.
Newport News Waterworks
Nextel Communications
Nicor Gas Transportation
Nicor Gas
Northern Indiana Public Service Company
North Attleborough Electric
North Attleborough Public Works
North Little Rock Electric
North Shore Gas
North State Communications
North Wales Water Authority
Northampton Borough Municipal Authority
Northern Utilities Natural Gas
Northern Virginia Electric Cooperative
NSTAR/
NW Natural
NYC Water Board
New York State Electric & Gas
O.C.W.S. Okaloosa County
Ocala Electric Utility, FL
Oceanic Time Warner Cable
Onondaga County Water Authority
Oklahoma Gas & Electric Service
Ohio Edison
Oklahoma Natural Gas Company
Olivenhain Municipal Water District
Ontario Water Works
Orange and Rockland Utilities
Orange County Utilities
Orlando Utilities Commission
Orwell Natural Gas Company
Ozarks Electric Cooperative Corporation
Pacific Gas & Electric
Pacific Power-Rocky Mountain Power
Paducah Power System
Panama City Utilities Department , FL
Parker Water & Sanitation District
Paulding County Water, GA
Pearl River Valley EPA
Peco Energy Company
Pedernales Electric Cooperative, Inc.
Penelec
Pennichuck Water Works, Inc.
Peoples Gas
PEPCO (Potomac Electric Power Company)
Philadelphia Gas Works
Piedmont Natural Gas-Nashville Gas

Pinellas County, FL-Utilities
Plaza Mill Limited
PNM Electric & Gas Services
Portland General Electric
Portland Water District - ME
PPL Utilities
Prattville Water Works Board
Progress Energy Carolinas, Inc
Providence Water
Public Service Electric & Gas Company
PSNC Energy (Public Service Company of NC)
Public Service of New Hampshire
Public Works Commission, City of Fayetteville
Puerto Rico Telephone
Puget Sound Energy
Prince William County Services
Questar Gas
Qwest
Racine Water & Wastewater Utilities, WI
Rancho California Water District
Regional Water Authority, CT
Research In Motion
Rochester Gas & Electric
Ritter Communications
Riverdale City Corporation
Riverside Public Utilities, CA
Roanoke Gas Company
Rocky Mount Public Utilities
Sacramento County Utilities
Sacramento Municipal Utility District
Saddleback Communications
Saint Paul Regional Water Services
Salt Lake City Corporation
San Angelo Water Utilities
San Antonio Water System
San Diego Gas & Electric
San Jose Water Company
Santa Buckley Energy
Santa Cruz Municipal Utilities
Santa Margarita Water District-SMWD
Santee Cooper
Sarasota County Environmental Services
Sawnee EMC
South Carolina Electric & Gas
Sebring Gas System Inc.
Second Taxing District Water Department
Semco Energy Gas Company
Sempra Energy Solutions
SFPUC-Water Department, CA
Shelby Township Dept of Public Works
Sierra Pacific Power Company-NV
Silverdale Water District # 16
Simplenet
Skytel
Southern Maryland Electric Cooperative
Snapping Shoals EMC
Snohomish County PUD
South Bend Water Works
South Central Power CO, OH
South Jersey Gas Company
South Louisiana Electric Cooperative
Southern California Edison
Southern California Gas
Southwest Gas Corporation
Southwestern VA Gas Company
Spartanburg Water System
Spectrum Utilities Solutions
Spokane County Utilities
Spokane County Water Dist #3
Spring Hill Water Works, TN
Springfield Utility Board
Springfield Water & Sewer Commission
Sprint
Salt River Project
St. Lucie West Services District

Suburban East Salem Water District
Suburban Natural Gas
Suddenlink
Suez Energy Resources NA
Suffolk County Water Authority - NY
Summit Township Water Authority
Sumter Electric Cooperative, Inc., FL
Surewest
Sweetwater Authority
T Mobile
Tacoma Public Utilities
Taunton Municipal Lighting Plant
TDS Telecom
Tampa Electric Company
Terrebonne Parish Consolidated Govt.
Texas Gas Service
The Illuminating Company
The Metropolitan District CT
The Torrington Water Company
Thoroughbred Village
Toledo Edison
Tombigbee Electric Power Assoc-Tupelo
Town of Apex, NC
Town of Aurelius - Water & Sewer, NY
Town of Burlington, MA
Town of Cary, NC
Town of Collierville, TN
Town of Cortlandt, NY
Town of Danvers, MA-Electric Division
Town of Dartmouth, MA
Town of Foxborough, MA
Town of Gilbert, AZ
Town of Hanover, MA-Tax Collector
Town of Manchester, CT
Town of Natick, MA
Town of Plymouth, MA
Town of Queen Creek Water, AZ
Town of Salem, NH
Town of Schererville, IN
Town of Vestal, NY - Utility Fund
Town of Victor, NY
Town of Wallkill, NY
Township of Freehold, NJ
Township of Livingston, NJ
Township of Roxbury, NJ
Township of Wayne, NJ
TPS
Tri-County Electric Cooperative/TX
Trinsic Spectrum Business
Truckee Meadows Water Authority, NV
Trumbull County Water & Sewer Dept.
Trussville Utilities Board, AL
Tucows Com
Tucson Electric Power Company
Tupelo Water & Light Dept
Turlock Irrigation District
TXU Energy
Tylex Inc./TX
UGI Energy Services, Inc.
UGI Penn Natural Gas
United Illuminating Company
United Power
United Water Idaho
United Water New Jersey/Harrington Park
United Water Pennsylvania
Unitil Concord Electric Company
USA Mobility
UTE Water Conservancy District
Utilities Inc. of Louisiana
Utility Billing Services-AR
Utility Payment Processing, Baton Rouge
Valencia Water Company, CA
VCCDD Utility
Vectren Energy Delivery
Verizon (BA)

Verizon (GTE)
Verizon Online
Verizon Wireless
Vermont Gas Systems, Inc.
Village of Algonquin, IL
Village of Arlington Heights, IL
Village of Bedford Park, IL
Village of Bloomingdale, IL
Village of Downers Grove, IL
Village of Elmwood Park, IL
Village of Gurnee, IL
Village of Matteson, IL
Village of Niles, IL
Village of Norridge, IL
Village of Nyack Water Dept., NY
Village of Schaumburg, IL
Village of Wellington, FL
Virginia Natural Gas
Vista Irrigation District
Walnut Valley Water District
Walton EMC PO Box 1347/260
Warrington Township Water & Sewer Dept.
Washington Gas
Washington Suburban Sanitary Commission
Water Gas & Light Commission
Water Revenue Bureau, PA
WaterOne
Wisconsin Electric
Wisconsin Gas
West View Water Authority
Westar Energy/KPL
Western Allegheny County MUA
Western Massachusetts Electric
Westminster Finance - CO
Wilkinsburg-Penn Joint Water Authority
Williston Water Department
Willmut Gas Company
Windstream
Wisconsin Public Service Corporation
Withlacoochee River Electric Cooperative
Wright-Hennepin Coop Electric
Xcel Energy: Southwestern Public Service
Yankee Gas Services
Youngstown Water Dept., OH

Real Property Lessors

1030 W. North Avenue Bldg., LLC
120 Orchard LLC
1251 Fourth Street Investors, LLC
13630 Victory Boulevard LLC
1890 Ranch, Ltd
1965 Retail LLC
19th Street Investors, Inc.
36 Monmouth Plaza LLC
3725 Airport Boulevard, LP
380 Towne Crossing, LP
4 Newbury Danvers LLC
44 North Properties, LLC
444 Connecticut Avenue LLC
502-12 86th Street, LLC
5035 Associates, LP
601 Plaza, LLC
610 & San Felipe, Inc.
680 S. Lemon Avenue Company LLC
700 Jefferson Road Ii, LLC
ADD Holdings, LP
AAC Cross County Leasehold Owner, LLC
Abercorn Common, LLP
Abrams Willowbrook Three LP
Acadia Realty Limited Partnership
Accent Homes, Inc
ACPG Management, LLC
Advance Real Estate Management, LLC
Agree Limited Partnership
AIG Baker Deptford, LLC

AIG Baker Hoover, LLC
Alameda Associates
Alexander's Of Rego Park Center, Inc.
Alexandria Main Mall LLC
Alliance - Rocky Mount, LLC
Almaden Plaza Shopping Center, Inc.
Almeda-Rowlett Retail LP
Almonesson Associates, LP
Altamonte Springs Real Estate Associates, LLC
Amargosa Palmdale Investments, LLC
AMB Property, LP
Amcap Arborland LLC
Amcap Northpoint LLC
American National Bank & Trust Company Of Chicago
American National Insurance Company
Amherst Industries, Inc.
AMLI Land Development- I, LP
Ammon Properties LLC
AM REIT Texas Real Estate Investment Trust
AR Investments, LP
Arboretum of South Barrington LLC
Ardmore Development Authority
Argyle Forest Retail I, LLC
Arho LP
Arrowhead Net Lease, LP
Arundel Mills Marketplace LP
Atlantic Center Fort Greene Associates LP
Avenue Forsyth LLC
Avr Cpc Associates, LLC
Awe-Ocala, Ltd.
Bainbridge Shopping Center II LLC
Baker Natick Promenade LLLC
Barberio, Janet
Bard, Ervin & Suzanne
Barnes and Powers North LLC
Basile LLC
Basser - Kaufman 222, LLC
Basser-Kaufman Inc.
Battlefield Fe LP
BBD Rosedale, LLC
BC Portland Partners, Inc.
Bear Valley Road Partners LLC & M Lantz LLC
Beatson, William P. Jr.
Becker Investment Company
Becker Trust, LLC
Bedford Park Properties, LLC
Bel Air Square LLC
Bella Terra Associates LLC
Benderson Development Company
Benderson Properties Inc.
Benenson Columbus - OH Trust
Berkshire West
Berkshire-Amherst, LLC
Berkshire-Hyannis, LLC
BFLO-Waterford Associates, LLC
BFW/Pike Associates, LLC
BG Walker, LLC
BK Properties LP
Blank Aschkenasy Properties LLC
Building Retail 2007 LLC & Netarc LLC
BI-NTY I, LLC
Boise Towne Plaza LLC
Bond CC. V Delaware Business Trust
Bond CC II Delaware Business Trust
Bond CC III Delaware Business Trust
Bond CC IV Delaware Business Trust
Bond-Circuit II Delaware Business Trust
Bond-Circuit IV Delaware Business Trust
Bond-Circuit IX Delaware Business Trust
Bond-Circuit V Delaware Business Trust
Bond-Circuit VIII Delaware Business Trust
Bond-Circuit X Delaware Business Trust
Bond-Circuit XI Delaware Business Trust
Boulevard Associates

Boulevard North Associates, LP
Boyer Lake Pointe, Lc
BPP-Connecticut LLC
BPP-Muncy LLC
BPP-Ny LLC
BPP-Oh LLC
BPP-Redding LLC
BPP-Sc LLC
BPP-Va, LLC
BPP-Wb, LLC
Brandywine Grande C, LP
Bre, Louis Joliet, LLC
Briantree Property Association LP
Brick 70 LLC
Brighton Commercial LLC
Broadacre South LLC
Broadstone Crossing LLC
BT Bloomington LLC
Burbank Mall Associates LLC
Burnham Pacific Properties
By-Pass Development Company LLC
CC. Hamburg NY Partners, LLC
CJM. Management Company
CA New Plan Asset Partnership IV, LLP
Cafaro Governors Square Partnership
Camelback Center Properties
Cameron Group Associates LLP
Campbell Properties LP
Cap Brunswick LLC
Caparra Center Associates, S.E.
Capital Centre LLC
Cardinal Capital Partners
Cardinal Court, LLC
Carlyle-Cypress Tuscaloosa I, LLC
Carousel Center Company, LP
Carriage Crossing Market Place, LLC
Carrollton Arms
Catellus Development Corporation
Catellus Operating LP
CBC - Wilbur Properties
CBL Terrace Limited Partnership
CC - Investors 1995-6
CC - Investors 1996-1
CC - Investors 1996-12
CC - Investors 1996-17
CC - Investors 1996-3
CC Brandywine Investors 1998 LLC
CC Colonial Trust
CC Countryside 98 LLC
CC East Lansing 98 LLC
CC Frederick 98 LLC
CC Ft. Smith Investors 1998 LLC
CC Grand Junction Investors 1998 LLC
CC Green Bay 98 LLC
CC Harper Woods 98 LLC
CC Independence LLC
CC Indianapolis 98 LLC
CC Indianapolis LLC
CC Investors 1995-1
CC Investors 1995-2
CC Investors 1995-3
CC Investors 1995-5
CC Investors 1996-10
CC Investors 1996-14
CC Investors 1996-6
CC Investors 1996-7
CC Investors 1997-10
CC Investors 1997-12
CC Investors 1997-2
CC Investors 1997-3
CC Investors 1997-
CC Jackson 98 LLC
CC Kingsport 98 LLC
CC La Quinta LLC
CC Lafayette LLC

CC Madison LLC	Compton Commercial Redevelopment Company
CC Merrillville Trust	Concar Enterprises Inc.
CC PhiladeLPhia 98 LLC	Concord Mills LP
CC Ridgeland 98 LLC	Condan Enterprises LLC
CC Roseville, LLC	Congressional North Associates LP
CC Springs LLC	Continental 45 Fund LLC.
CC Wichita Falls 98 Trust	Continental 64 Fund LLC
CCC Realty, LLC	Cortlandt B. LLC
CCDC Marion Portfolio LP	Cosmo-Eastgate, Ltd.
CCI Louisiana Trust	Cottonwood Phase V LLC
CCI Trust 1994-I	Coventry II DDR Buena Park Place LP
CC-Virginia Beach LLC	Coventry II DDR Merriam Village LLC
CDB Falcon Sunland Plaza LP	Covington Lansing Acquisition LLC
Cedar Development, Ltd	CP Venture Two LLC
Centennial Holdings LLC	Craig-Clarksville Tennessee LLC
Central Investments, LLC	Crosspointe 08 A LLC
Central Park 1226, LLC	Crossways Financial Associates LLC
Central Park Property Owners Association	Crown CC 1 LLC
<i>Centro Bradley Spe 7 LLC</i>	CT Retail Properties Finance V LLC
<i>Centro Heritage County Line LLC</i>	Cypress/Spanish Fort I LP
<i>Centro Heritage Innes Street LLC</i>	Daly City Partners I LP
<i>Centro Heritage UC Greenville LLC</i>	Daniel G. Kamin Baton Rouge LLC
<i>Centro Properties Group</i>	Daniel G. Kamin Burlington LLC
<i>Centro Watt</i>	Daniel G. Kamin Elmwood Park LLC
Century Plaza Development Corporation	Daniel G. Kamin Flint, LLC
Cermak Plaza Associates LLC	Daniel G. Kamin Mcallen LLC
CFH Realty III/Sunset Valley LP	Daniel G Kamin and Howard Kadish, LLC
Chalek Company LLC	Dartmouth Marketplace Associates
Chambersburg Crossing LP	Dayton Hudson Corporation
Chandler Gateway Partners LLC	DDR Southeast Loisdale LLC
Chapel Hills - West LLC	DDR Crossroads Center LLC
Chapman And Main Center	DDR Family Centers LP
Charbonnet Family Ltd et. al	DDR Highland Grove LLC
Charlotte (Archdale) UY LLC	DDR Homestead LLC
Chehalis Hawaii Partners LLC	DDR Horseheads LLC
Chico Crossroads LP	DDR Mdt Asheville River Hills
Chino South Retail PG LLC	DDR Mdt Fairfax Towne Center LLC
CHK LLC	DDR Mdt Grandville Marketplace LLC
Cim/Birch St., Inc.	DDR Mdt Monaca Township Marketplace LLC
Circuit Distribution - Illinois	DDR Mdt Union Consumer Square, LLC
Circuit II Corporation	DDR Miami Ave LLC
Circuit Investors - Fairfield, LP	DDR Norte LLC, S.E.
Circuit Investors - Vernon Hills, LP	DDR Southeast Cary LLC
Circuit Investors - Yorktown, LP	DDR Southeast Cortez, LLC
Circuit Investors #2 Ltd	DDR Southeast Culver City District
Circuit Investors #3 LP	DDR Southeast Dothan Outparcel, LLC
Circuit Investors #4 - Thousand Oaks LP	DDR Southeast Highlands Ranch LLC
Circuit Oklahoma Property Investor	DDR Southeast Olympia District
Circuit Pennsylvania Corporation	DDR Southeast Rome LLC
Circuit Sports LP	DDR Southeast Snellville LLC
Circuit Tax Property Investors LP	DDR Southeast Union LLC
Circuitville LLC	DDR Southeast Vero Beach LLC
Citrus Park CC LLC	DDR 1st Carolina Crossings South LLC
City View Center LLC	DDRA Arrowhead Crossing LLC
CK Richmond Business Services #2, LLC	DDRM Hilltop Plaza LP
Clairemont Square	DDRM Skyview Plaza LLC
Clay Terrace Partners LLC	DDR-Sau Greenville Point LLC
Cleveland Towne Center LLC	DDR-Sau Wendover Phase II, LLC
Coastal Way LLC	DDRTC CC Plaza LLC
Cobb Corners II LP	DDRTC Columbiana Station I LLC
Cofal Partners LP	DDRTC Creeks at Virginia Center LLC
Cohab Realty LLC	DDRTC McFarland Plaza LLC
Coldwater Development LLC	DDRTC Newnan Pavilion LLC
Cole CC Aurora Co, LLC	DDRTC Southlake Pavilion LLC
Cole CC Groveland Fl, LLC	DDRTC Sycamore Commons LLC
Cole CC Kennesaw Ga, LLC	DDRTC T&C LLC
Cole CC Mesquite Tx, LLC	DDRTC Walks at Highwood Preserve I LLC
Cole CC Taunton Ma, LLC	Decatur Plaza I, LLC
Colonial Heights Holding, LLC	Deerbrook Anchor Acquisition LLC
Colonial Heights Land Association	Dematteo Management Inc.
Colonial Square Associates LLC	Dentici Family Limited Partnership
Colonnade LLC	Derito Pavilions 140 LLC
Colony Place Plaz, LLC	Desert Home Communities of Oklahoma, LLC
Columbia Plaza Shopping Center Venture	<i>Developers Diversified Realty Corp.</i>
Community Centers One LLC	Diamond Square LLC

Dicker/Warmington Properties	Geenen Dekock Properties LLC
Dikeou, Deno P.	Generation H One and Two LP
Dim Vastgoed, N.V.	GGP Mall of Louisiana LP
DJD Partners LP	GGP-Steeplegate Inc.
DMC Properties, Inc.	Gladwyne Investors, LP
Dollinger Lost Hills Associates	Glenmoor LP
Donahue Schriber Realty Group LP	GMS Golden Valley Ranch LLC
Dowel Conshohocken LLC	Goldsmith, Barbara L.
Dowel-Allentown, LLC	Goodmill LLC
Doyle Winchester Properties, LLC	Gould Livermore LLC
Drexel Delaware Trust	Grand Hunt Center Oea
Drury Land Development Inc.	Gravois Bluffs III LLC
Durham Westgate Plaza Investors LLC.	GRE Grove Street One LLC
E&A Northeast LP	GRE Vista Ridge LP
Eagleridge Associates (Pueblo) LLC	Greater Orlando Aviation Authority
East Gate Center V	Greece Ridge LLC
Eastchase Market Center LLC	Greeley Shopping Center LLC
Eastland Shopping Center LLC	Green 521 5th Avenue LLC
Eastridge Shopping Center LLC	Green Acres Mall LLC
EEL Mckee LLC	Greenback Associates
EKLEC Co. Newco LLC	Greenwood Point LP
ELPF Slidell, LLC	GRI-EQY (Sparkleberry Square) LLC
Emporium on LBJ Owners Association	GS Erie LLC
Encinitas PFA, LLC	GS II Brook Highland LLC
Enid Two, LLC	Gunning Investments, LLC
ERP of Midway, LLC	Hallaian Brothers
Estate of Joseph Y. Einbinder	Hamilton Chase Santa Maria LLC
Evansville Developers LLC, G.B.	Hamilton Crossing I LLC
Evergreen Mcdowell And Pebble Creek LLC	Hampden Commons Condominium Association
Excel Realty Partners LP	Hannon Ranches Ltd
Excel Westminster Marketplace, Inc.	Hanson Industries Inc.
F.R.O., LLC Ix	Harold and Lucille Chaffee Trust
Faber Bros., Inc	Hart Kings Crossing LLC
Fairfax Court LP	Hartman 1995 Ohio Property Trust
Fairview Heights Investors LLC	Harvest/NPE LP
Fairway Centre Associate, LP	Hayden Meadows JV
Faram Muskegon LLC	Hayward 880, LLC
Farmingdale-Grocery LLC	Heritage Property Investment LP
Fayetteville Developers LLC	Heritage-Lakes Crossing LLC
FC Janes Park LLC	Hickory Hollow Development Inc.
FC Richmond Associates LP	Hickory Ridge Pavilion LLC
FC Treeco Columbia Park, LLC	Highlands Ranch Community Association
FC Wodbridge Crossing, LLC	HIP Stephanie, LLC
<i>Federal Realty Investment Trust</i>	HK New Plan Covered Sun LLC
Feil Organization, The	HK New Plan EPR Property Holdings LLC.
FGP Company	HK New Plan Exchange Property Owner II LP
Fingerlakes Crossing LLC	HKK Investments
Firecreek Crossing o Reno LLC	Hollingsworth Capital Partners - Intermodal, LLC
First Berkshire Properties LLC	Holyoke Crossing LP II
FJL MVP LLC	Home Depot USA Inc.
Flintlock Northridge LLC	Hoprock Limonite LLC
F&M Properties	Howland Commons Partnership
Fogg-Snowville LLC	HRI/Lutherville Station LLC
Foothill Business Association	Hudson Realty Trust
Foothill Pacific Towne Center	Huntington Mall Company
Forecast Danbury LP	HV Covington LLC
Forest City Commercial Group LLC	HWR Kennesaw LLC
Forest City Ratner Company	I-10/Bunker Hill Associates, LP
Fourels Investment Company	I-93 Somerville LLC
Fr/Cal Gouldsboro Property Holding LP	Iannucci Development Corporation
Friedland, Lawrence And Melvin	Immobilien Verwaltung GMBH
FW CA Brea Marketplace LLC	Indian River Mall
G&S Livingston Realty Inc.	Inland American Chesapeake Crossroads LLC
Gainesville Outdoor Advertising Inc.	Inland American Oklahoma City Penn, LLC
Galileo Apollo II Sub, LLC	Inland American Retail Management
Galileo CMBS T2 NC LP	Inland Commercial Property Management Inc.
Galileo Freshwater/Stateline LLC	Inland Us Management LLC
Galileo Northeast LLC	Inland Western Austin Southpark Meadows II LP
Galleria Partnership	Inland Western Cedar Hill Pleasant Run LP
Galleria Plaza Ltd.	Inland Western College Station Gateway II, LP
Garden City Center	Inland Western Columbus Clifty LLC
Gateway Center Properties III, LLC	Inland Western Houma Magnolia LLC
Gateway Company LLC	Inland Western Lake Worth Towne Crossing
Gateway Woodside Inc.	Inland Western Lewisville Lakepointe LP
GC Acquisition Corporation	Inland Western McDowell LLC

Inland Western Oswego Gerry Centennial LLC
Inland Western Richmond Mayland LLC
Inland Western San Antonio Hq LP
Inland Western Southlake Corners LP
Inland Western Sugar Land Colony LP
Inland Western Temecula Commons LLC
Inland Western West Mifflin Century III District
Intergrated Real Estate Services LLC
International Speedway Square Ltd
Interstate Augusta Properties LLC
Investors Brokerage Inc.
Irish Hills Plaza West II LLC
Irvine Company LLC
Irving Harlem Venture LP
J&F Enterprises
Jaffe of Weston II Inc.
Janaf Crossings, LLC
Jantzen Dynamic Corporation
Jefferson Mall Company II LLC
JKCG LLC
Johnson City Crossing (Delaware)LLC
Johnstown Zamias LP
Jubilee-Springdale LLC
Jurupa Bolingbrook LLC
JWC/Loftus LLC
K&G/Dearborn LLC.
Kamin Realty Co
Karns Real Estate Holdings II, LLC
Katy Mills Mall LP
KB Columbus I-CC
KC Benjamin Realty LLC
K E - Athens LLC
Kendall-77 Ltd.
Kentucky Oaks Mall
K-Gam Broadway Craycroft LLC
Kimco Acadiana 670 Inc.
Kimco Arbor Lakes S.C., LLC
Kimco Pk LC
Kimco Realty Corporation
KIR Amarillo LP
KIR Arboretum Crossing LP
KIR Augusta I 044 LLC
KIR Piers 716 LLC
Kite Coral Springs LLC
Knoxville Levcal LLC
KNP Investments
Kobra Properties
Kolo Enterprises
Kramont Vestal Management LLC
KRG Market Street Village LP
Kroustalis Investment
Krupp Equity Limited Partnership
KSK Scottsdale Mall LP
L. Mason Capitani Propety & Asset Mgmt. Inc
La Cienega-Sawyer Ltd.
La Frontera Village LP
La Habra Imperial LLC
Landing at Arbor Place LP, The
Landings Management Association
Landman, Deborah, Eli Landman, Zoltan Schwartz &
Anna Schwartz
Laredo/MDN II LP
Larry J. Rietz, MP, LLC
Las Vegas Land and Development Company LLC
LB Commercial Mortgage Trust Series 1998 C1
LC White Plains Retail LLC
Lea Company
League City Towne Center Ltd
Leben, Robert L. & Mary C.
Lester Development Corporation
Lexington Corporate Properties Inc.
Lexington Lion Weston I LP
Lincoln Plaza Associates LP
Lincoln US Properties LP
Linden Business Center Association

Little Britain Holding, LLC
Loop West LLC
Louis Joliet Shoppingtown LP
Lucknow Associates
Lufkin Gkd Partner, LP
M & M Berman Enterprises
MIA Brookhaven LLC
Macerich Lakewood LLC
Macerich Vintage Fair LP
Macy's Central
Madison Waldorf LLC
Magna Trust Company
Main Street At Exton LP
Mall at Gurnee Mills LLC
Mall at Valle Vista LLC
Mall of Georgia LLC
Mallview Plaza Company Ltd.
Manco Abbott OEA Inc.
Mansfield Seq 287 and Debbie Ltd.
Manteca Stadium Park LP
Marco Portland General Partnership
Market Heights Ltd
Marlton VF, LLC
Mass One LLC
Mayfair - MDCC Business Trust
MB Fabyan Randall Plaza Batavia LLC
MB Keene Monadnock LLC
McAlister Square Partners Ltd
MD-GSI Associate, LLC
MDS Realty II, LLC
Meacham Business Center LLC
Meadowbrook Village LP
Melbourne-JCP Associates Ltd.
Melville Walton Hone, Trustee Of Hone Family
Memorial Square 1031 LLC
Meridian Village LLC
Metro Center LLC
Meyerland Plaza (De) LLC
MHW Warner Robins LLC
Mibarev Development I LLC
Mid US LLC
Mid-America Asset Management
Milford Crossing Investors LLC
Millman 2000 Charitable Trust
Millstein Industries LLC
MK Kona Commons LLC
Mobile KPT LLC
Monrovia Marketplace LLC
Montclair Plaza LLC
Monte Vista Crossings, LLC
Montevideo Investments, LLC
Montgomery Towne Center Station, Inc
Morgan Hill Retail Venture LP
Morris Bethlehem Associates LP
Morrison Crossing Shopping Center
Mount Berry Square LLC
Mr Keene Mill 1 LLC
Msf Eastgate-I LLC
Myrtle Beach Farms Company Inc.
Nap Northpoint LLC
National Retail Properties, LP
Nazario Family Partnership
Necrossgates Commons Newco, LLC
Nevada Investment Holdings, Inc.
New Plan Excel Realty Trust
New Plan of Memphis Commons, LLC
New River Properties
NMC Stratford LLC
North Attleboro Marketplace II LLC
North Hill Centre, LLC
North Plainfield VF LLC
Northcliff Residual Parcel 4 LLC
Northern Trust Bank of California
Northwoods LP
Novogroder/Abilene LLC

NP Huntsville LLC
NP I&G Conyers Crossroads LLC
NP/SSP Baybrook LLC
NPP Development LLC
Oak Hollow Mall
Oates, Marvin L.
OLP 6609 Grand LLC
OLP CC Ferguson LLC
OLP CC Florence LLC
OLP CC Antioch LLC
OLP CC Fairview Heights LLC
OLP CC St.Louis LLC
One Liberty Properties
Orangefair Marketplace LLC
Orion Alliance Group LLC
Orland Town Center Shopping Center
OTR
PL Mesa Pavilions LLC
P/A Acadia Pelham Manor LLC
PA 73 South Association
Pace-Brentwood Partners LLC
Pacific Carmel Mountain Holdings LP
Pacific Castle Groves LLC
Pacific Harbor Equities LLC
Pacific/Youngman-Woodland Hills
Paige Exchange Corporation
Palm Springs Mile Associates Ltd.
Palmetto Investors LLC
Pan Am Equities Inc.
Panattoni Development Company LLC
Pappas Gateway LP
Paragon Affiliates
Parkdale Mall Associates LP
Parkdale Village LP
Parker Bullseye LLC
Parker Central Plaza, Ltd.
Parks at Arlington LP
Parkside Realty Associates, LP
Parkway Centre East LLC
Parkway Plaza LLC
Parkway Terrace Properties Inc.
Paskin, Marc
Peikar Muskegon LLC
Plantation Point Development LLC
Plaza at Jordan Landing LLC
Plaza Las Americas, Inc
Plaza Las Palma, LLC
Plazamill LLP
Plymouth Marketplace Condominium Assoc., Inc.
Point West Investors II
Polaris Circuit City LLC
Pond Road Associates
Port Arthur Holdings III Ltd.
Potomac Festival II
Potomac Run LLC
PR Beaver Valley LP
Prattcenter LLC
Preit Services LLC
PRGL Paxton LP
Prince George's Station Retail LLC
Principal Real Estate Holding Company LLC
Priscilla J. Rietz LLC
Promventure LP
Property Management Support Inc.
Provo Group, The
PRU Desert Crossing V LLC
Prudential Insurance Company Of America
Puente Hills Mall LLC
Ramco West Oaks I LLC
Ramco-Gershenson Properties LP
Rancon Realty Fund IV Subsidiary LLC
Ray Mucci's Inc.
Raymond and Main Retail LLC
RB-3 Associates
RD Bloomfield Associates LP
Realty Income Corporation
Rebs Muskegon LLC
Red Mountain Retail Group
Red Rose Commons Condominium Association
Redtree Properties LP
Regency Centers LP
Regency Petaluma LLC
Reiff & Givertz Texas Prop LLC
Remount Road Associates LP
Richland Town Centre LLC
Rimmac Equities Corporation
Rio Associates LP
Robinson, Donald
RREEF America REIT II Corporation VVV
RVIP Valley Central LP
Shelby Town Center I LLC
Shelbyville Road Plaza LLC
Sherwood Properties LLC
Shoppes At River Crossing, LLC
Shoppes Of Beavercreek LLC
Short Pump Town Center LLC
Sierra Lakes Marketplace LLC
Sierra North Associates LP
Sigmund Sommer Properties
Signal Hill Gateway LLC
Signco Inc.
Silverdale K-Four
Silverstein, Raymond - Trustee
Simon Debartolo Group LP
Simon Property Group
Simon Property Group Texas LP
Simvest Real Estate II LLC
Sinay Family LLC And Trust
Sir Barton Place, LLC
Site A LLC
SJ Collins Enterprises LLC
Goodman Enterprises, LLC
SM Newco Hattiesburg LLC
Somerville Saginaw LP
Sonnet Investments LLC
South Padre Drive LP
South Shields #1 Ltd.
Southhaven Center II LLC
Southland Acquisitions LLC
Southland Center Investors LLC
Southland Investors LP
Southroads LLC
Southwestern Albuquerque LP
Southwind Ltd.
Sparks Galleria Investors LLC
SPG Arbor Walk LP
SPG Independence Center LLC
SPG Tennessee LP
Spitzer Family Investments LLC
Spring Hill Development Partners GP
St. Indian Ridge LLC
St. Louis Mills LP
St. Cloud Associates
St. Tammany Oaks Subdivision Association LLC
Stapleton North Town LLC
Star Universal LLC
Station Landing, LLC
Stop & Shop Supermarket Company LLC
Stor-All New Orleans LLC
Suemar Realty Inc.
Sullivan Crosby Trust
Sunrise Plantation Properties LLC
Swanblossom Investments LP
Swedesford Shopping Center Acquisition LLC
Sweetwater Associates LP
SWQ 35/Forum Ltd.
T And T Enterprises LP
Taft Corners Associates Inc.
Tam Stockton LLC
Tamarack Village Shopping Center LP

Tanglewood Park LLC
Tanurb Burnsville LP
Target Corporation
Taubman Auburn Hills Associates LP
Taunton Depot LLC
Taylor Retail Center
Teachers Insurance & Annuity Assoc. Of Amer.
Team Retail Westbank Ltd
Ten Pryor Street Building Ltd.
Teplis, Nathan; Dr. Paul Teplis; Mrs. Belle Teplis; & Frank
Terra Enterprises
Terranomics Crossroads Associates
The Cafaro Northwest Partnership
The City Of Portfolio TIC LLC
The Marketplace Of Rochester Hills Parcel B LLC
The Macerich Company
The Shoppes At Schererville LLC
The Shops At Kildeer
The Village At Rivergate LP
THF Chesterfield Two Development LLC
THF Clarksburg Development One
THF Harrisonburg Crossings LLC
THF Onc Development LLC
THF St. Clairsville Parcel C.C. Development LLC
Thoroughbred Village GP
TIS Equities IX LLC
TKG Coffee Tree LP
TMW Weltfonds Rolling Acres Plaza
Torrance Towne Center Associates LLC
Torrington Triplets LLC
Tourbillon Corporation
Tower Center Associates
Town Square Plaza
Towson VF LLC
Traverse Square Company Ltd.
TRC Associates LLC
Triangle Equities Junction LLC
Trout, Jerome B. Jr.
Trout, Segall
Trumbull Shopping Center #2 LLC
Trustees Of Salem Rockingham LLC
TSA Stores, Inc.
TUP 430 Company LLC
Turnberry Lakes Business Center
Turtle Creek Partners LLC
Tutwiler Properties Ltd.
Twin Ponds Development LLC
Tysons 3 LLC
Tysons Corner Holdings LLC
U.K. - American Properties Inc.
U.S. 41 & I-285 Company
Uncommon Ltd.
Urbancal Oakland II LLC
UTC I LLC
Valencia Marketplace I LLC
Valley Corners Shopping Center LLC
Valley View S.C. LLC
Van Ness Post Center LLC
Ventura In Manhattan Inc.
Vestar Arizona XXXI LLC
Vestar QCM LLC
Village Square I L.P.
Village Walk Retail LP
Viwy IP
VNO Mundy Street LLC
VNO Tru Dale Mabry LLC
Vornado Caguas LP
Vornado Finance LLC
Vornado Gun Hill Road LLC
Vornado Realty Trust
W&D - Imperial No. 1/Norwalk
W&S Associates LP
W/S Stratford LLC
Waco Investment Group

Wal-Mart Stores East LP
Walton Hanover Investors V LLC
Walton Whitney Investors V LLC
Washington Green TIC
Washington Place Associates LP
Washington Real Estate Investment Trust
Water Tower Square LP
Watercress Associates LP
Watkins Houston Investments LP
Wayside Commons Investors LLC
WCC Properties LLC
WEA Gateway LLC
Weberstown Mall LLC
WEC 96D Appleton-1 Investment Trust
WEC 96D Niles Investment
WEC 96D Springfield-1 Investment Trust
WEC 97G-Syracuse Investment Trust
WEC 99-3 LLC
WEC 99A-2 LLC
WEC 99A-1 LLC
Weingarten Miller Sheridan LLC
Weingarten Nostat Inc.
Weingarten Realty Investors
Welsh Companies Inc.
Wendover South Associates LP
West Campus Square LP
West Oaks Mall LP
Westfork Owners Association
Westgate Village LLC
Westlake Limited Partnership
Wheaton Plaza Regional Shopping Center
Whitestone Development Partners A LP
Whitestone REIT
Wilmington Trust Company
Windsail Properties LLC
WMI/MPI Business Trust
Woodland Trustees Inc.
Woodlands Corporation, The
Woodmont Sherman LP
Worldwide Property Management Inc.
WRI Overton Plaza LP
WRI Camp Creek Marketplace Ii, LLC
WRI Lakeside Marketplace LLC
WRI Seminole Marketplace LLC
WXIII/PWN Real Estate LP

Sublessees

\$1.00 Stuff Inc.
Academy Alliance LLC
Adams Outdoor Advertising
Advance Auto Parts
American Outdoor Advertising
Arc International Corporation
Autozone Northeast Inc.
Baby Superstore, Inc.
Blockbuster Inc.
Books A Million
Borders Inc.
Carmax Business Services LLC
Casto
CEC Entertainment, Inc.
Chapman & Main
Charlie Brown's Steakhouse
Children's Discovery Centers of America
Circuit Sports LP
Consolidated Stores Corporation
Dan's Big & Tall Shop Inc.
Designs CMAL Retail Store Inc.
DHL Global Business Services
Dick's Sporting Goods Inc.
Dollar General Corporation
Dollar Tree Stores Inc.
Don Sherwood Golf Inc.
Edwin Watts Golf Shop
Empire Education Group

Entertainmart-Preston Rd LLC
 Eyecare Discount Optical Inc.
 Eynon Furniture Outlet Inc.
 Fabri-Centers of America Inc.
 Food Lion LLC
 Forecast Danbury LP
GE Transportation Systems
 Golf Galaxy
 Golfsmith International LP
 Great Golf Inc.
 Guitar Center Stores Inc.
 Homans Associates Inc.
 Hughes MRO Ltd.
 Huntington National Bank
 Inkeeper Properties Inc.
International House Of Pancakes
 JR Furniture USA Inc.
 Joelle Inc.
JP Morgan Chase Bank
 K&G Men's Company Inc.
 Katz
 Lakeshore Equipment Company
 La-Z-Boy Showcase Shoppes
 Lifeway Christian Resources
Maggiano's/Corner Bakery Holding Corporation
 Mall of Decoration Inc.
 Martin, Paul T.
 Mayland Cam
 Modernage Inc.
 Mor Furniture For Less
 MRV Wanamaker LLC
 New Avenues Lease Ownership LLC
New Colorado Daily, Inc.
 North South Partner, LLC
 O'Charleys, Inc.
 OK Apple Inc.
 Oklahoma Gold Realty LLC
 Oklahoma Goodwill Industries, Inc.
 Orthodontic Centers of Virginia Inc.
 Peak Place Holdings, LLC
 Pork Place
 Pot Luck Enterprises Inc.
 Price Chopper Operating Company
 Prosound Music Centers Inc.
 Quantum Fine Casework Inc.
 Quarterdeck Corporate Office
 Raymund Garza
 Remington Seeds LLC
 Restoration Ministries
 Ruby Tuesday's
 Salem Farm Realty Trust
 Salom Sons Inc.
 Sam Ash Megastores, LLC
 Schiavone, Daniel
 Sky Bank
Solo Cup Company
Staples, The Office Superstore Inc.
 The Auto Toy Store Inc.
 The Floor Store Inc.
 The Julia Christy Salon Inc.
 The Pep Boys
The Sports Authority
 The TJX Operating Companies
Tire Kingdom, Inc.
 Topline Appliance Depot Inc.
Toys R US Inc.
 Trader Joe's Company
 Truong, Se and Ly
 Tru Properties Inc.
 TVI Inc.
Viacom Outdoor
 Visionary Retail Management
 Waterbed Emporium of California
 West Marine Products Inc.
 Winchester Fun Expedition Corporation

Wired Management LLC
 Workforce Central Florida

Personal Property Lessors

Avaya Financial Services
GE Fleet Services
IBM
Hewlett Packard
 Service Power
Toshiba

Banks Utilized in the Company's Cash Management System

American Savings
AmSouth Bancorporation
Banco Popular
Bank of America
CRP Securities, LLC
Chase Bank
CRP Securities
Fifth Third Bank
Fifth Third Securities
JP Morgan Securities Inc
Lehman Brothers
Merrill Lynch Global Institutional Advisory Division
RBC Dain Rauscher
SunTrust
UBS Financial Services, Inc.
Wachovia Bank & Securities
Wells Fargo

Liquidators

Gordon Brothers Retail Partners LLC
 Great American Group
Hilco Merchant Resources LLC
 Hudson Capital Partners LLC
 SB Capital Group LLC
 Tiger Capital Group LLC

Litigation Counterparties

Alicea, Ada
 Audiobahn
 Banker, Michael
 Booker, Jamal
 Dealtree
 DiPirro, Michael
 Donnelly, Kenneth
 Federal Communications Commission
 Foss, Andrew
 Harris, William
 Holloman, Latia
 Ibrahim, Betty
 Internal Revenue Service
 Iowa AG
JP Morgan Chase
 Keystone Automotive Industries
 Kobra Properties
 Mad Rhino
 Maria Moncayo (class action)
 Massachusetts Department of Revenue
Mastercard
 Micro Electronics
 Millennium Retail Partners
 Monster Cable
 Moxley, Donald
 Murphy, Christopher
 RealSource
 Roberty Gentry (class action)
 Securities and Exchange Commission
 Snow, Christopher
 State of Iowa
 Temple, Floyd Edward Jr.
 Tennessee Department of Revenue
 Unical
Visa

Voegtler, Clayton P.
Weidler, Daniel

Restructuring and Other Professionals

Bingham McCutchen LLP
Ernst & Young
FTI Consulting Inc.
Goldman, Sachs and Company
Kirkland & Ellis LLP
Kurtzman Carson Consultants LLC
LeClairRyan
McGuireWoods, LLP
Ogilvy Renault LLP
Osler, Hoskin & Hardcourt LLP
Rothschild, Inc.
Schulte Roth & Zabel LLP
Wilmer, Cutler, Pickering Hale, & Dorr LLP

U.S. Trustee's Office - Region 4

Bove, Frank J.
Conlon, Debera F.
Davis, Martha
Early, Dennis J.
Frankel, Jack I.
Franklin, Shannon D.
McDow, W. Clarkson.
Van Arsdale, Robert
Weschler, Cecelia A.
Whitehurst, Kenneth N. III

District Court Judges (Eastern District of Virginia)

Anderson, John F.
Brinkeman, Leonie M.
Buchanan, Theresa C.
Cacheris, James C.
Davis, Ivan D.
Ellis, T.S. III
Hilton, Claude M.
Jones, T. Rawles Jr.
Lee, Gerald Bruce
O'Grady, Liam

Bankruptcy Court Judges (Eastern District of Virginia)

Adams, David H.
Huennekens, Kevin R.
Mayer, Robert
Mitchell, Stephen S.
St. John, Stephen C.
Shelley, Blackwell N.
Tice, Douglas O. Jr.

EXHIBIT 2

(Retention Agreement)



Streambank, LLC
400 Hillside Avenue, Suite 19
Needham Heights, MA 02492

info@streambankllc.com 617.458.9355
www.streambankllc.com 781.651.4272

RETENTION AGREEMENT

March 23, 2009

James A. Marcum
Vice Chairman, Acting President and CEO
Circuit City Stores, Inc.
DR3 6th Floor
9954 Mayland Drive Richmond, VA 23233

804-486-5155
jim_marcum@circuitcity.com

Re: Circuit City Retention Agreement - Intangible Asset Liquidation

Dear Mr. Marcum,

This letter agreement (the "Retention Agreement") sets forth the parties' agreement regarding the proposed engagement of Streambank, LLC ("Streambank") by Circuit City Stores, Inc. ("COMPANY") to perform certain intangible asset liquidation services after Bankruptcy Court Approval.

1. *Incorporation of Terms & Conditions by Reference.* The Terms & Conditions attached to this Retention Agreement, and all appendices, exhibits and schedules attached thereto, are hereby incorporated by reference into this Retention Agreement. Capitalized terms used in this Retention Agreement but not otherwise defined herein shall have the meanings ascribed to such terms in Appendix I to the Terms & Conditions. In the event of any inconsistency between this Retention Agreement and the Terms & Conditions or any appendix, exhibit or attachment thereto, the terms of this Retention Agreement shall control.
2. *Bankruptcy Case.* The parties acknowledge that the Company, as debtor, filed a voluntary petition for relief under Chapter 11 of the Code in the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court") on November 10, 2008, *In re Circuit City Stores, Inc.* (Chapter 11 Case No. 08-35653 (KRH)) along with several related debtors affiliated with the Company.
3. *COMPANY's Engagement of Streambank.* Subject to Bankruptcy Court Approval, COMPANY hereby retains Streambank as COMPANY's exclusive provider of the advertising, marketing and disposition Services set forth in Appendix II to the Terms & Conditions.
4. *Timing for Performance of Initial Services.* Notwithstanding anything herein contained to the contrary, as time is of the essence and the Assets are likely to suffer diminution of value with prolonged absence from the marketplace, Streambank has, at the Company's request, commenced, prior to Bankruptcy Court Approval, the following portion of the Services: (1) preparations for, and drafting of, the Marketability Evaluation and (2) initial marketing activities (such Services, the "Initial Services").
5. *Evaluation Fee.* Waived.
6. *Management Fee.* \$50,000. The entire Management Fee shall be reimbursed out of the first \$50,000 of sale proceeds from sale of the Group 2 Assets. Accordingly Commissions on Group 2 Assets will only be earned with respect to sale proceeds greater than \$50,000.



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7. *Commissions.*

- (a) *Sale Transaction Commission.* COMPANY shall remit to Streambank a commission on the Gross Consideration paid in connection with any Sale Transaction, which commission is payable immediately upon COMPANY's receipt of any Gross Consideration from any IP Transferee.
- (b) *Tiered Transaction Commission.* COMPANY shall remit to Streambank a commission on applicable Gross Consideration amounts paid in connection with any Sale Transaction according to the following tables:

Group 1 Assets (Circuit City trademark portfolio and URLs scheduled as Appendix A)	
IF A BIDDER OTHER THAN THOSE TEN (10) IDENTIFIED IN Appendix C PARTICIPATES IN AN AUCTION FOR THE GROUP 1 ASSETS, EITHER BY BIDDING DIRECTLY FOR THE ASSETS OR BY PARTICIPATING IN ANOTHER PARTY'S BID	
Gross Consideration Amount	Commission Rate
\$0 to the value of the current stalking horse bid as of March 27, 2009 (the "Stalking Horse Bid")**	Zero percent (0%)
Amounts between the Stalking Horse Bid and \$ [REDACTED]	five percent (5%)
Amounts above \$ [REDACTED]	One and one-quarter percent (1.25%)
Group 1 Assets (Circuit City trademark portfolio and URLs scheduled as Appendix A)	
IF NO BIDDER OTHER THAN THOSE TEN (10) IDENTIFIED IN Appendix C PARTICIPATES IN AN AUCTION FOR THE GROUP 1 ASSETS	
Gross Consideration Amount	Commission Rate
\$0 to the Stalking Horse Bid **	Zero percent (0%)
Amounts between the Stalking Horse Bid and \$ [REDACTED]	Two and one half percent (2.5%)
Amounts above \$ [REDACTED]	One and one-quarter percent (1.25%)



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GROUP 2 ASSETS	
Gross Consideration Amount	Commission Rate
Amounts between \$0 and \$50,000	Zero % (recoup management fee)
Amounts between \$50,000 up to \$1 million	Ten percent (10%)
Amounts between \$1 million and \$3 million	Fifteen percent (15%)
Amounts above \$3 million	Twenty percent (20%)

** (the parties currently value the Stalking Horse Bid at \$[REDACTED] however once a competing bid is accepted, whether or not it is more than \$[REDACTED] it will be deemed to have exceeded the Stalking Horse Bid, thereby qualifying Streambank for the applicable Commission in the next tier. Streambank and the Debtor will, in good faith, determine the new base valuation and the difference between the winning bid and that base valuation. Once such amount is determined, the Debtor will support Streambank's application for compensation based on that agreed upon valuation. Additionally, the current Stalking Horse Bid value is based on the bid that has been negotiated by the Company. If the Company does not go forward with the current bidder, or if the current bid gets adjusted downward, the parties acknowledge that the base valuation and related tier thresholds will be adjusted accordingly.

(c) *Discretionary Success Fee.* At the conclusion of the sales of the Group 1 and Group 2 Assets, if the Company determines that the results exceeded expectations as a result of Streambank's efforts, the Company may, after consultation with the Creditors' Committee, agree to award Streambank an additional success fee in an amount to be determined. Any such fee shall be subject to Bankruptcy Court approval.

8. *Expenses.* In addition to the Commissions, COMPANY shall be responsible for the payment of Expenses in accordance with the Terms & Conditions.

Reports. Streambank will provide all written deliverables to COMPANY required pursuant to this Retention Agreement, including the Marketing Evaluation and the reports referenced in Section 13 of Appendix II, to James A. Marcum, or, if Mr. Marcum is unavailable, then to Daniel Ramsey.

9. Omitted.

10. *Further Assurances.* The parties to this Retention Agreement agree to execute such additional documents as may be reasonably requested and consistent with the terms hereof and such other



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documents to reflect the intent of this Retention Agreement.

This Retention Agreement may be executed in counterparts and all counterparts shall constitute one and the same agreement. It is intended that this Retention Agreement take effect as an instrument under seal.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]



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If this Retention Agreement meets with COMPANY's approval, please sign below indicating COMPANY's acceptance, by and on behalf of COMPANY and its affiliates, of this Retention Agreement as well as the Terms & Conditions attached hereto and incorporated by reference herein.

Kindly return a copy of the signed Retention Agreement via facsimile and the original via overnight delivery.

Sincerely,

Streambank, LLC

A handwritten signature in cursive script, appearing to read 'Gabriel Fried'.

BY: Gabriel Fried
ITS: Manager
Hereunto Duly Authorized

Accepted and Agreed to this ____ day of April, 2009, by:

CIRCUIT CITY STORES, INC., on behalf of itself
and its debtor and debtor in possession subsidiaries

James A. Marcum
Vice Chairman, Acting President and CEO



Streambank, LLC
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If this Retention Agreement meets with COMPANY's approval, please sign below indicating COMPANY's acceptance, by and on behalf of COMPANY and its affiliates, of this Retention Agreement as well as the Terms & Conditions attached hereto and incorporated by reference herein.

Kindly return a copy of the signed Retention Agreement via facsimile and the original via overnight delivery.

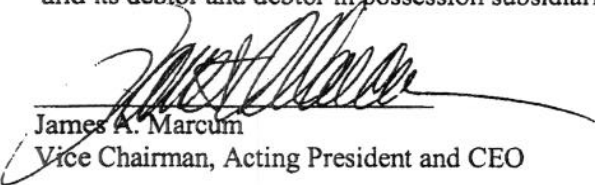
Sincerely,

Streambank, LLC

BY: Gabriel Fried
ITS: Manager
Hereunto Duly Authorized

Accepted and Agreed to this 15 day of April, 2009, by:

CIRCUIT CITY STORES, INC., on behalf of itself
and its debtor and debtor in possession subsidiaries


James A. Marcum
Vice Chairman, Acting President and CEO

PROFESSIONAL RETENTION AGREEMENT
TERMS & CONDITIONS

These Professional Retention Agreement Terms and Conditions (the “**Terms & Conditions**”) apply to the professional retention agreement (“**Retention Agreement**”) between Streambank, LLC, a Massachusetts limited liability company (“**Streambank**”) and Circuit City Stores, Inc. together with any and all affiliated debtors filing voluntary petitions for relief under the Code in the U.S. Bankruptcy Court or non-filing companies, (“**COMPANY**”), and are hereby incorporated by reference in the Retention Agreement. Unless otherwise defined in the Retention Agreement, capitalized terms used but not defined in the body of these Terms & Conditions shall have the meanings ascribed to such terms in **Appendix I** to these Terms & Conditions. In the event of conflict between these Terms and Conditions and the Retention Agreement, the Retention Agreement shall control.

1. Exclusivity.

A. *Services.* Streambank shall be the exclusive provider of the Services throughout the Exclusive Period with respect to Group 2 Assets listed on Appendix B to the Retention Agreement. Streambank shall have the right to perform Services throughout the Exclusive Period on a non-exclusive basis with respect to the Group 1 Assets listed on Appendix A to the Retention Agreement, as more particularly described in the Retention Agreement.

B. *No COMPANY Solicitations.* During the Exclusive Period, COMPANY agrees, for itself, it will not, and further agrees to advise its principals, managers, partners, employees, representatives, agents, and/or attorneys not to, directly or indirectly, without Streambank’s prior written consent: (i) solicit any Persons that are or which may be interested in acquiring the Group 2 Assets with respect to, or otherwise solicit, any prospective Transfer or Transaction or (ii) Transfer Assets or engage in any Transaction with respect to the Group 2 Assets.

C. *Referral to Streambank.* If COMPANY is contacted by a potential recipient or buyer with respect to any prospective Transfer or Transaction relating to the Group 2 Assets, it shall direct such recipient or buyer to Streambank. Streambank reserves the right to present any Prospective Transferee to parties other than COMPANY.

D. *Tolling of Exclusive Period.* Such Exclusive Period shall be tolled for the duration of any length of time during which (i) COMPANY has materially breached the Retention Agreement and/or any of these Terms & Conditions, including with respect to any late payments hereunder, until such breach has been duly cured, or (ii) the Bankruptcy Court has suspended either party’s performance hereunder.

2. Performance and Timing.

A. *Schedule and Goals.* Streambank shall maintain its own schedule and shall determine in its sole discretion the manner of performance and the amount of time to devote to the Services.

B. *Streambank and COMPANY Responsibilities.* Streambank shall supply, at its sole expense, all facilities, employees, permits, licenses, approvals, equipment, tools, materials and/or supplies to perform the Services. Notwithstanding the foregoing, COMPANY shall provide to

Streambank those materials set forth in Section 4.

C. ***Timing for Performance of Marketability Evaluation.*** Streambank shall deliver its Marketability Evaluation conclusions to COMPANY forty-five (45) days after the Bankruptcy Approval Date.

D. ***Right to Use Trademarks.*** In furtherance of Streambank's performance of Services hereunder, COMPANY hereby grants Streambank a personal, non-exclusive, non-assignable, worldwide, royalty-free license to use until such time as the applicable Assets may be sold, transferred, or licensed to a third party on an exclusive basis, the trademarks, trade names, service marks or any other commercial symbols or logos included in the Assets (the "Trademarks"). Other than as set forth in this Section 2.D, except with COMPANY's prior written approval, Streambank does not have the authority to, and shall not, use or adopt as its own any of the Trademarks. The Trademarks shall be owned at all times by COMPANY and Streambank shall acquire no interest therein.

3. Fees; Expenses; Budget.

A. ***Fees and Commissions Non-Refundable; Expenses; Budget.*** The Evaluation Fee, Management Fee, and Commissions are each separate and non-refundable fees that exclude and are in addition to any and all Expenses. Subject to COMPANY's prior written approval of Expenses to-be-incurred, all Expenses shall be reimbursed by COMPANY within thirty (30) days after Streambank's presentation of an invoice therefor. Streambank shall develop a proposed budget for Expenses anticipated to be incurred and may augment such budget from time to time to facilitate COMPANY's written approval of Expenses in advance.

B. ***Initial Services Fees and Administrative Expense.*** In the event that Bankruptcy Court Approval is not obtained within thirty (30) days of the date the Retention Agreement is executed by the COMPANY, COMPANY acknowledges and agrees that (1) Streambank may file a motion to obtain payment for (i) Initial Services provided at a rate of Four Hundred Dollars (\$400) per hour and (ii) Expenses incurred for the 30-day period from the date of the Retention Agreement (such aggregate payment amount, the "**Administrative Expense**") as an allowed Chapter 11 administrative expense and (2) COMPANY shall file a statement in support of such motion that is reasonably acceptable to Streambank. In the event that Bankruptcy Court Approval is timely obtained, fees associated with the Initial Services shall be deemed paid in full upon payment of the Management Fee.

C. ***Termination's Effect Upon Fees and Commissions.*** Notwithstanding the Retention Agreement's termination or expiration of the Exclusive Period, Streambank shall be entitled to the payment of the Management Fee, Evaluation Fee and Expenses accruing through the date of termination or expiration of the Exclusive Period, as applicable. If Streambank has undertaken material efforts in connection with the development and/or implementation of any Transaction during the Exclusive Period but such Transaction is not consummated before either (i) Streambank's termination hereunder or (ii) the expiration of the Exclusive Period, then: (1) Streambank shall be entitled to Commissions if such Transaction is consummated before the conclusion of the one (1) year period after, as applicable, (i) such termination (if such termination is for any reason other than Streambank's uncured breach of the Retention Agreement) or (ii) the expiration of the Exclusive Period and (2) If the Retention Agreement is terminated as a result of Streambank's uncured breach, then Streambank shall not be entitled to any Commissions for Transactions consummated more than sixty (60) days after such termination. COMPANY agrees that it shall take no action to delay closing of an IP Agreement beyond

the respective periods set forth above primarily for the purpose of avoiding payment of a Commission, nor shall it avoid taking any action primarily for the purpose of delaying closing beyond the respective periods set forth above to avoid payment of a Commission.

4. COMPANY's Representations, Warranties and Obligations.

A. ***Providing Materials.*** COMPANY will, upon request, promptly provide all information and documentation reasonably requested by Streambank in connection with performing Services. COMPANY acknowledges that Streambank: (a) is using and relying primarily on information and documentation available from generally-recognized, public sources in performing the Services without having independently verified the accuracy or completeness of such information and documentation, nor having obtained any warranties with respect to such information and documentation; (b) assumes no responsibility for the accuracy or completeness of such information and documentation; and (c) is entitled to rely upon the such information and documentation for all purposes without independent verification thereof.

B. ***Protection of IP Rights.***

(i) To COMPANY's knowledge, COMPANY is the sole owner of the Assets as of the Bankruptcy Approval Date, except for non-exclusive licenses granted by COMPANY to its customers in the ordinary course of business;

(ii) COMPANY's performance of the Retention Agreement does not conflict with or result in a breach of any agreement to which COMPANY is party or by which COMPANY is bound;

(iii) During the Exclusive Period, COMPANY will not transfer or otherwise encumber any interest in the Group 2 Assets, except for non-exclusive licenses granted by COMPANY in the ordinary course of business or as expressly set forth in the Retention Agreement or these Terms & Conditions;

(iv) To COMPANY'S knowledge, except for the Bankruptcy Court no authorization, approval or other action by, and no notice to or filing with, any other governmental authority or regulatory body is required for the COMPANY's execution, delivery or performance of the Retention Agreement;

(v) To COMPANY'S knowledge, all information heretofore, herein or hereafter supplied to Streambank by or on behalf of COMPANY with respect to the Assets is accurate and complete in all material respects; and

(vi) COMPANY shall not enter into any agreement that would materially impair or conflict with COMPANY's obligations hereunder without Streambank's prior written consent, which consent shall not be unreasonably withheld;

(vii) COMPANY agrees to promptly notify Streambank of any loss of, or material adverse effect upon, all or any portion of the Assets, COMPANY's ability to dispose of such Assets, and the existence of potentially interfering rights owned by others.

C. ***Records.*** COMPANY shall keep accurate records sufficient to permit determination of the Commission payments due hereunder and shall make such records available for

examination by a third-party auditor designated by Streambank and reasonably acceptable to COMPANY, following reasonable advance notice and under conditions of confidentiality during regular business hours not to exceed one such audit per three-month period during the Exclusive Period. Audits may be performed covering no more than the four most recently reported consecutive quarters preceding the audit and may be performed no more than once in any calendar year. Streambank's failure to inspect shall not constitute a waiver of Streambank's right to object to the accuracy of any Commission payments made. Before beginning any audit, Streambank agrees that the third-party auditors shall be required to sign a confidentiality agreement provided by COMPANY that restricts the auditors from disclosing to any third party any and all records and other information provided by COMPANY. Each party shall be responsible for its own costs and expenses that it incurs in the course of the audit and Streambank shall be responsible for the costs and expenses charged by the third-party auditors.

D. ***Grant and Enforcement of Intellectual Property Rights.*** Notwithstanding anything to the contrary in the Retention Agreement and/or these Terms & Conditions, enforcement of the intellectual property rights associated with the Assets against infringers, and the granting to third parties of licenses or releases under the Assets, shall be within the sole discretion and control of COMPANY or any applicable IP Transferee.

5. **Warranties and Acknowledgements.**

A. ***No Warranties Regarding Assets.*** Streambank shall not make any warranties whatsoever with respect to the Assets. Any warranties to be made by COMPANY shall be in writing and reflected in COMPANY's acceptance, invoice or other contract forms entered into with respect to such sales of Assets. Except for the limited warranty set forth in Section 5(C), no representation or warranty is expressed or implied for any Services, including valuations, projections, estimates and/or information supplied by Streambank.

B. ***No Warranties Regarding Transfers or Transactions.*** By signing the Retention Agreement COMPANY expressly acknowledges that Streambank does not guarantee, warrant or otherwise provide assurance that any Transfer or Transaction will be consummated. Actual results for Asset Transfers may vary materially and adversely from the valuations, estimations, and projections supplied by Streambank. The parties recognize that market conditions, the motives of prospective buyers or licensees of the Assets, the time necessary to market the Assets, the current conditions for the sale of intangible assets, and other matters all will have a material effect on actual results. Accordingly, Streambank cannot predict the actual results that will ultimately be achieved in connection with Services performed hereunder.

C. ***Limited Warranty Regarding Services.*** Streambank warrants that all Services to be provided hereunder will be provided in a professional manner and that Streambank is skilled in providing such services. The foregoing warranty is exclusive and is offered in lieu of all other warranties. STREAMBANK EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, THE MARKETABILITY EVALUATION, AND THE ASSETS, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

6. **Limitation on Liabilities and Indemnification.** The following allocations of liability and provisions with respect to indemnification represent the agreed and bargained-for understanding of the parties. Streambank's compensation for the Services, including Commissions,

reflects such allocations. The provisions set forth in this Section 6 shall survive the completion of the engagement and any termination of the Retention Agreement and shall apply regardless of whether a claim or action sounds in contract, tort, negligence, strict liability, contribution, equity, indemnity or any other theory.

A. ***Limitation on Liabilities.*** Streambank's liability is limited solely to damage sustained by COMPANY as a result of (a) gross negligence or willful misconduct of Streambank personnel in the performance of the Services or (b) any material breach by Streambank of its obligations or representations/warranties hereunder. COMPANY's liability is limited solely to actual damages sustained by Streambank as a result of any material breach by COMPANY of its obligations or representations/warranties hereunder. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE LOSSES, DAMAGES, OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF COVER, LOSS OF USE, BUSINESS INTERRUPTION, OPPORTUNITY COSTS, ETC.) EVEN IF A PARTY HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE. EACH PARTY'S TOTAL, CUMULATIVE LIABILITY TO THE OTHER PARTY UNDER THE RETENTION AGREEMENT AND THESE TERMS & CONDITIONS SHALL NOT EXCEED THE TOTAL OF TWO TIMES ALL AMOUNTS PAID TO STREAMBANK BY COMPANY PURSUANT TO THE RETENTION AGREEMENT, INCLUDING ANY PAYMENTS OF COMMISSIONS ONCE ACTUALLY PAID TO STREAMBANK.

B. ***Indemnification.*** The foregoing Subsection 6(A) is not applicable to claims by third parties; therefore:

(i) COMPANY shall defend, indemnify and hold harmless Streambank, its affiliates and their respective directors, officers, employees and representatives from and against any and all losses, costs, expenses (including, but not limited to, reasonable attorneys' fees and disbursements), claims, liabilities and proceedings in connection with or related to or arising out of: (a) COMPANY's negligence or willful misconduct in connection with any Asset Transfer; or (b) any breach by COMPANY of its obligations or representations/warranties hereunder, except in each case when such have been finally determined to have resulted from Streambank's gross negligence or willful misconduct.

(ii) Streambank shall defend, indemnify and hold harmless COMPANY, its affiliates and their respective directors, officers, employees and representatives from and against any and all losses, costs, expenses (including, but not limited to, reasonable attorneys' fees and disbursements), claims, liabilities and proceedings in connection with or related to or arising out of: (a) Streambank's negligence or willful misconduct in connection with any Asset Transfer; or (b) any breach by Streambank of its obligations or representations/warranties hereunder, except in each case when such have been finally determined to have resulted from COMPANY's gross negligence or willful misconduct.

7. **Termination.** Prior to the end of the Exclusive Period, the Retention Agreement may be terminated: (a) without cause upon at least thirty (30) days written notice by COMPANY; (b) by either party upon a breach of the Retention Agreement and/or these Terms & Conditions if (i) the non-breaching party provides at least ten (10) days written notice to the breaching party (setting forth in reasonable detail the specifics of the breach in such notice) and (ii) the breaching party shall have failed to cure such breach within such 10-day period; (c) pursuant to Section 9, below, and (d) by the mutual written consent of COMPANY and Streambank. Notwithstanding the termination or expiration of the Retention Agreement, Streambank shall be entitled to the payment of the compensation and reimbursable expenses as described in the Retention Agreement and/or the Terms & Conditions that have accrued through the date of termination (and for Seller's Fees in connection with matters occurring after termination as provided below). Notwithstanding anything to the contrary herein, If the Retention Agreement is terminated by COMPANY pursuant to Subsection 7(b), Streambank shall not be entitled to any additional compensation in excess of that deemed earned as of the effective date of termination.

8. **Relationship of Parties.**

A. ***Independent Contractor.*** Streambank is, and at all times shall be, an independent contractor of COMPANY and not a partner, agent, joint venturer, dealership, or employee of COMPANY. Streambank shall represent itself to all other persons only as an independent contractor, and not as a partner, agent, joint venturer, dealership, or employee of COMPANY. Except as expressly set forth in the Retention Agreement or in these Terms & Conditions, neither Streambank nor COMPANY shall have, nor shall represent itself as having, any authority to contract in the name of the other party or bind the other in any manner whatsoever.

B. ***Taxes.*** Remuneration to Streambank (including, without limitation, Commissions) shall not be subject to withholding or other employment taxes as required for compensation paid to employees. Streambank is solely responsible for the filing and payment when due of all required United States federal, state and local income, self-employment, unemployment and other tax, labor, information and all other returns on account of its remuneration hereunder. The provisions of the preceding sentence shall survive termination of the Retention Agreement.

C. ***Not an Attorney.*** Although Streambank retains and employs attorneys, neither Streambank nor its attorneys are rendering legal services to COMPANY pursuant to the Retention Agreement. When a party is concerned about a legal matter or issue, or the legal effect of any document, including, without limitation, the Retention Agreement, these Terms & Conditions and/or any IP Agreement, it will consult with its own attorneys for advice or opinions. Each party agrees to be liable for, and to pay, its own legal expenses, except as expressly provided in the Retention Agreement and/or these Terms & Conditions.

9. **Bankruptcy Matters.** COMPANY shall make all reasonably necessary motions to retain, and continue to retain, Streambank in accordance with the customs and practices of COMPANY's other retained consultants. COMPANY shall use its commercially reasonable best efforts to engage Streambank, and obtain Bankruptcy Court Approval with respect to such engagement, *nunc pro tunc* to the date of the Retention Agreement, no later than thirty (30) days after the date the COMPANY executes the Retention Agreement. In the event that such Bankruptcy Court Approval has not been obtained within such 30-day period, then COMPANY and Streambank shall be relieved of any and all obligations under the Retention Agreement except with respect to the Management Fee, Evaluation

Fee, and Expense obligation pursuant to Section 3(C). The COMPANY intends to engage Streambank, and Streambank intends to be engaged, as a professional person pursuant to these Terms & Conditions within the meaning and intendment of Code Sections 327 and 328(a).

10. Notices. All notices required hereunder shall be in writing and shall be deemed to have been given if delivered personally or by United States certified or registered mail, postage prepaid, return receipt requested, or by a recognized overnight delivery service to the parties at their respective addresses set forth in the Retention Agreement, or to such other address as shall be specified in writing by either party to the other in like fashion.

11. Entire Agreement. The Retention Agreement, together with these Terms & Conditions and any attachments to the Retention Agreement or these Terms & Conditions, sets forth and constitutes the entire agreement and understanding of the parties with respect to the Retention Agreement's subject matter. The Retention Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations and warranties, whether oral or written (together the "Prior Communications") of any party to the Retention Agreement and no party to the Retention Agreement may rely or shall be deemed to have relied upon any Prior Communications. In the event of any inconsistency between any term or condition of the Retention Agreement and these Terms & Conditions, the applicable term set forth in the Retention Agreement shall control.

12. Amendment. Neither the Retention Agreement nor these Terms & Conditions may be amended except by a writing executed by both parties.

13. Waiver. Failure of either party to the Retention Agreement to insist upon strict compliance with any of the terms, covenants and conditions of the Retention Agreement and/or the Terms & Conditions shall not be deemed a waiver or relinquishment of such terms, covenants and conditions or of any similar right or power hereunder at any subsequent time.

14. Assignment. Neither the Retention Agreement nor the Terms & Conditions may be assigned by either party in whole or in part without the prior written consent of the other party to the Retention Agreement, except as specifically provided in the Retention Agreement and/or these Terms & Conditions.

15. Binding Effect. Upon and at all times after Bankruptcy Court Approval, the Retention Agreement and these Terms & Conditions shall be binding upon and inure to the benefit of the parties to the Retention Agreement, any trustee and any successor trustees appointed for COMPANY under either Chapter 7 or Chapter 11 of the Code and any of their respective heirs, legal or personal representatives, successors and assigns, and is made solely and specifically for their benefit. No other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of the Retention Agreement as a third-party beneficiary or otherwise.

16. Applicable Law. The Retention Agreement and these Terms & Conditions shall be governed by and construed in accordance with applicable Bankruptcy laws including the Code and, in the absence thereof, the internal laws of the Commonwealth of Virginia, without reference to its conflicts of law provisions.

17. Venue. All actions or proceedings in any way, manner or respect arising out of

or from or related to the Retention Agreement and/or these Terms & Conditions shall be litigated only in the Bankruptcy Court or, if the associated bankruptcy case is no longer pending or otherwise, then only in courts located within Richmond, Virginia, as to state and federal court actions, which shall have exclusive jurisdiction over all such actions or proceedings, and all parties and their transferees hereby consent and submit to the jurisdiction of any local, state or federal court located within said city and state, and all parties and their transferees hereby waive any and all rights they may have or obtain to transfer or change the venue of any litigation brought by any party to the Retention Agreement against any other party to the Retention Agreement.

18. Severability. If any provision of the Retention Agreement and/or these Terms & Conditions shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, the other provisions of both the Retention Agreement and the Terms & Conditions shall be unaffected by any such declaration and shall remain in full force and effect. Furthermore, if any of the restrictions regarding post-termination activities is found to be unreasonable or invalid, the court before which the matter is pending shall enforce the restriction to the maximum extent it deems to be valid and enforceable. Such restrictions shall be considered divisible both as to time and as to geographical scope.

19. Construction. Whenever applicable in the Retention Agreement and/or these Terms & Conditions: (a) the singular and the plural, and the masculine, feminine and neuter shall be freely interchangeable, as the context requires; (b) references to the word "include" or "including" are to be construed without limitation; and (c) the section headings or titles shall not in any way control the construction of the language in the Retention Agreement or these Terms & Conditions, as applicable, such headings or titles having been inserted solely for the purpose of simplified reference.

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APPENDIX I

DEFINITIONS FOR CAPITALIZED TERMS USED IN TERMS & CONDITIONS

For purposes of these Terms & Conditions and the Retention Agreement, the following terms shall have the meanings set forth below.

"Assets" mean, individually and collectively, the Group 1 Assets described on Appendix A to the Retention Agreement (the "Group 1 Assets"), the Group 2 Assets described on Appendix B to the Retention Agreement (the "Group 2 Assets"), and any Developed Assets which may be added to the list of Group 2 Assets by mutual agreement of Streambank and the COMPANY from time to time during the Exclusive Period.

"Bankruptcy Court" means the United States Bankruptcy Court for the District referenced in the Retention Agreement.

"Bankruptcy Court Approval" means the Bankruptcy Court's final order approving Streambank's engagement by COMPANY in accordance with the Retention Agreement and these Terms & Conditions.

"Bankruptcy Court Approval Date" means the date that the Bankruptcy Court Approval becomes final.

"Code" means the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532.

"Commissions" means, collectively, the commissions in the amounts set forth in the Retention Agreement with respect to Sale Transactions, (ii) General Licensing Transactions, and (iii) Mixed Transactions.

"COMPANY" means the Person referenced as COMPANY in the Retention Agreement.

"Copyright" has the meaning set forth within the definition of the term "IP Rights."

"Developed Assets" mean individually and collectively, assets of COMPANY that have been identified or developed by Streambank, COMPANY or any third party during the Exclusive Period, which assets have been added to the Retention Agreement as Group 2 Assets by mutual agreement of Streambank and COMPANY in good faith.

"Evaluation Fee" means Streambank's fee for performing the Marketability Evaluation in the amount set forth in the Retention Agreement.

"Exclusive Period" means the period of time starting on the Bankruptcy Court Approval Date and continuing until the close of business on that date which is twelve (12) months after the Bankruptcy Court Approval Date.

"Expenses" mean reasonable documented out-of-pocket costs and expenses incurred in connection with the Retention Agreement, including advertising and marketing, trade shows, travel, lodging, meals, copying, on-line services, photocopying, facsimile, meeting services, and other, similar costs and expenses.

“General Licensing Transaction” means any Transaction pursuant to which a long-term or short-term license is entered into with an IP Transferee regarding any Asset.

“Gross Consideration” means the aggregate amount of consideration payable to COMPANY upon the closing of any Transaction including cash consideration and any credit or reduction in liabilities of COMPANY’s bankruptcy estate through the waiver or reduction of claims of an IP Transferee. Streambank’s fees, Commissions and Expenses, and all other closing costs and/or adjustments, including adjustments and/or payments of whatever kind to lien holders, secured parties, mortgages or otherwise shall not be deducted when computing Gross Consideration.

“IP Agreement” shall mean any contract or agreement relating to a Sale Transaction, General Licensing Transaction, or Mixed Transaction involving the Assets.

“IP Rights” shall mean, collectively:

(a) Registered and unregistered copyrights in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, (collectively, the **“Copyrights”**);

(b) Trade secrets;

(c) Patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the **“Patents”**);

(e) Trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and goodwill of COMPANY’s business connected with and symbolized by such trademarks (collectively, the **“Trademark Rights”**);

(f) Amendments, renewals and extensions of any of the Copyrights, Trademark Rights or Patents.

“IP Transferee” shall mean any Prospective Transferee to which COMPANY actually Transfers IP Rights during the Exclusive Period.

“Management Fee” means Streambank’s aggregate management fee for performing the Services throughout the Exclusive Period in the amount set forth in the Retention Agreement.

“Marketability Evaluation” means an evaluation of the Assets’ marketability as provided in accordance with COMPANY’s subsequent instructions.

“Mixed Transaction” means any bundled Transaction involving a combined Sale Transaction of Assets and General License Transaction of Assets.

“Patent” has the meaning set forth within the definition of the term “IP Rights”.

“Person” means any individual, general partnership, limited partnership, limited liability partnership, limited liability company, corporation, joint venture, pension plan, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of any such

Person where the context so requires (including existing creditors, employees, affiliates and/or shareholders).

"Prospective Transferee" shall have the meaning set forth in Section 6 of Appendix II.

"Retention Agreement" means the letter Retention Agreement between COMPANY and Streambank attaching and incorporating these Terms & Conditions and the attachments hereto by reference.

"Sale Transaction" means any Transaction in which Assets are Transferred that does not involve an IP Transferee's entrance into a short-term or long-term license arrangement.

"Services" mean Streambank's disposition services enumerated in Appendix II.

"Trademark Rights" has the meaning set forth within the definition of the term "IP Rights".

"Transaction" means the closing of any Transfer for value with respect to any Asset, multiple Assets or all of the Assets.

"Transfer" means any sale, lease, rental, short-term license, long-term license, transfer, assignment, conveyance and delivery and/or other disposition, in whole or in part, with or without consideration, of any Asset, multiple Assets, or all of the Assets to any Person, or the act thereof.

APPENDIX II
THE SERVICES

Streambank agrees to perform the following services pursuant to the Retention Agreement:



1. Use its best efforts to identify Developed Assets;
2. Provide to COMPANY an inventory of the Group 2 Assets;
3. Use its best efforts to evaluate the marketability of the Assets, including compiling sales histories with respect to such Assets and other information;
4. Provide to COMPANY an evaluation of the Group 2 Assets' marketability (the "**Marketability Evaluation**");
5. Advise COMPANY on methods by which to maximize the Assets' value;
6. Formally market the Assets and solicit transfers of the Assets to any Person that is or which may be interested in acquiring the Assets that are (a) designated by COMPANY from time to time, (b) identified by Streambank, and/or (c) directed to Streambank pursuant to Section 1(C) (collectively, "**Prospective Transferees**");
7. Promote the Assets through a program to be developed by Streambank, which may include electronic communications, pitchbooks, internet web sites, letters, fliers, signs, telephone solicitation, newspaper or other print advertising and other such methods as Streambank may deem appropriate;
8. Present the Assets at not less than two (2) licensing trade shows within the Exclusive Period unless the Assets are sold, licensed or otherwise transferred before such time;
9. Refrain from making any representations or warranties regarding the Assets and/or Developed Assets, which shall be Transferred on an "as is, where is" basis;
10. During the bid and offer process, Streambank shall (a) respond and provide information to, communicate with and obtain offers from Prospective Transferees, (b) qualify Prospective Transferees, (c) educate Prospective Transferees regarding bid submission, manage the bid and offer process, and (d) make general recommendations to COMPANY as to whether or not any particular offer should be accepted or rejected;
11. Once COMPANY and a Prospective Transferee have agreed in principle to enter into an IP Agreement, and at COMPANY's request, Streambank shall use commercially reasonable efforts to assist COMPANY in negotiating the IP Agreement, including (a) assisting COMPANY in developing terms and conditions for the IP Agreement; (b) reviewing and providing feedback relative to drafts of the IP Agreement prepared by COMPANY's counsel; (c) assisting COMPANY in negotiating deal terms; (d) assisting COMPANY in closing the IP Agreement; and (e) providing support to IP Transferees during phase of new ownership;
12. Furnish to COMPANY written progress reports as reasonably requested by COMPANY from time


to time, not to exceed one such report per three-month period during the Exclusive Period; and



13. Make appearances in the Bankruptcy Court to the extent reasonably necessary to obtain (1) Bankruptcy Court Approval or (2) a judicial order of the Bankruptcy Court approving any individual Transfer hereunder. For the avoidance of doubt, the Services do not include testimony, court appearances, or other legal proceedings by either Streambank or its affiliates, directors, officers, employees and/or representatives, except as expressly set forth in this Subsection.


APPENDIX A -- GROUP 1 ASSETS

“Circuit City” and related Trademark Applications for Registration and Registrations:

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Australia	CIRCUIT CITY	1058682	6/3/2005	1058682	1/30/2006	Registered	Circuit City Stores West Coast, Inc.	35	
Canada	CIRCUIT CITY	0608678	6/7/1988	TMA427363 5/20/1994		Registered	Circuit City Stores West Coast, Inc.	9,42	Subject to Trademark License Agreement to InterTAN Canada, Ltd. and its successor for no longer than 5 years with 18 month “tail.” Trademark only permitted to be used with “The Source” in Canada (i.e. “The Source by Circuit City”).
Canada	CIRCUIT CITY	0680646	4/24/1991	TMA407148 1/22/1993		Registered	Circuit City Stores West Coast, Inc.	42	Subject to Trademark License Agreement to InterTAN Canada, Ltd. and its successor for no longer than 5 years with 18 month “tail.” Trademark only permitted to be used with “The Source” in Canada (i.e. “The Source by Circuit City”).
Canada	CIRCUIT CITY & DESIGN 	0792254	9/11/1995	TMA508806 3/4/1999		Registered	Circuit City Stores West Coast, Inc.	1	Subject to Trademark License Agreement to InterTAN Canada, Ltd. and its successor for no longer than 5 years with 18 month “tail.” Trademark only permitted to be used with “The Source” in Canada (i.e. “The Source by Circuit City”).
Canada	CIRCUIT CITY and Circle Logo Design 	1222654	6/30/2004			Allowed	Circuit City Stores West Coast, Inc.	35	Design mark in Canada not specifically licensed to InterTAN Canada, Ltd. under Trademark License Agreement (b/c not used with “The Source”), but not permitted to be used in Canada during 5 year/18month “tail” period.

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Canada	CIRCUIT CITY Circle and Design with Canada and the maple leaf logo 	1222653	6/30/2004			Allowed	Circuit City Stores West Coast, Inc.	35	Design mark in Canada not specifically licensed to InterTAN Canada, Ltd. under Trademark License Agreement (b/c not used with "The Source"), but not permitted to be used in Canada during 5 year/18month "tail" period.
Canada	CIRCUIT CITY DIRECT	0795658	10/23/1995	TMA523186	2/16/2000	Registered	Circuit City Stores West Coast, Inc.	1	Subject to Trademark License Agreement to InterTAN Canada, Ltd. and its successor for no longer than 5 years with 18 month "tail." Trademark only permitted to be used with "The Source" in Canada (i.e. "The Source by Circuit City").
Canada	CIRCUIT CITY EXPRESS	743999	12/22/1993	TMA508369	2/23/1999	Registered	Circuit City Stores West Coast, Inc.	42	Subject to Trademark License Agreement to InterTAN Canada, Ltd. and its successor for no longer than 5 years with 18 month "tail." Trademark only permitted to be used with "The Source" in Canada (i.e. "The Source by Circuit City").
Canada	CIRCUIT METRO	0608679	6/7/1988	TMA481169	8/21/1997	Registered	Circuit City Stores West Coast, Inc.	35	Subject to Trademark License Agreement to InterTAN Canada, Ltd. and its successor for no longer than 5 years with 18 month "tail." Trademark only permitted to be used with "The Source" in Canada (i.e. "The Source by Circuit City").
China	CIRCUIT CITY	4810394	8/1/2005			Pending	Circuit City Stores West Coast, Inc.	35	
Hong Kong	CIRCUIT CITY	300432099	6/2/2005	300432099	10/19/2005	Registered	Circuit City Stores West Coast, Inc.	35	
Japan	CIRCUIT CITY	H07-087862	8/24/1995	4016437	6/20/1997	Registered	Circuit City Stores West Coast, Inc.	9	
Japan	CIRCUIT CITY	H08-062125	6/5/1996	4109287	1/30/1998	Registered	Circuit City Stores West Coast, Inc.	11	
Mexico	CIRCUIT CITY	247270	11/6/1995	511107	11/28/1995	Registered	Circuit City Stores West Coast, Inc.	35	
Mexico	CIRCUIT CITY	167479	5/12/1993	466861	7/19/1994	Registered	Circuit City Stores West Coast, Inc.	42	

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Mexico	CIRCUIT CITY and Circle Logo Design 	670886	8/9/2004	857102	10/27/2004	Registered	Circuit City Stores West Coast, Inc.	35	
Mexico	CIRCUIT CITY EXPRESS	185791	12/13/1993	453532	3/3/1994	Registered	Circuit City Stores West Coast, Inc.	42	
United States	CIRCUIT CITY	75/977633	4/30/1996	2202309	11/3/1998	Registered	Circuit City Stores West Coast, Inc.	21,25	Renewal 11/3/2008
United States	CIRCUIT CITY	74/663010	4/17/1995	1966767	4/9/1996	Registered	Circuit City Stores West Coast, Inc.	36,37,42	Renewal 4/9/2016
United States	CIRCUIT CITY	73/174463	6/15/1978	1121646	7/3/1979	Registered	Circuit City Stores West Coast, Inc.	42	Renewal 7/3/2009
United States	CIRCUIT CITY ADVANTAGE PROTECTION PLAN (stylized and design) 	78/772888	12/14/2005	3229279	4/17/2007	Registered	Circuit City Stores West Coast, Inc.	36	
United States	CIRCUIT CITY and Circle Logo Design 	76/258566	5/17/2001	2626493	9/24/2002	Registered	Circuit City Stores West Coast, Inc.	35	
United States	CIRCUIT CITY and Color Circle Logo Design 	76/258565	5/17/2001	2626492	9/24/2002	Registered	Circuit City Stores West Coast, Inc.	35	
United States	CIRCUIT CITY EXPRESS	74/452097	10/26/1993	1880174	2/21/1995	Registered	Circuit City Stores West Coast, Inc.	42	
United States	CIRCUIT CITY HELPING HANDS FUND	77/176401	5/8/2007			Allowed	Circuit City Stores West Coast, Inc.	36	9/11/08 Statement of Use; 9/11/08 file ITU extension
United States	CIRCUIT CITY PLUS	75/894213	1/11/2000	2425092	1/30/2001	Registered	Circuit City Stores West Coast, Inc.	36	

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	CIRCUIT CITY stylized 	73/535267	5/1/1985	1369581	11/5/1985	Registered	Circuit City Stores West Coast, Inc.	42	
Taiwan	CIRCUIT CITY	94025775	5/31/2005	1212343	6/1/2006	Registered	Circuit City Stores West Coast, Inc.	35	
United States	ROADSHOP THE MOBILE ELECTRONICS SPECIALIST @ CIRCUIT CITY stylized and or design 	78/681342	7/29/2005	3191902	1/2/2007	Registered	Circuit City Stores West Coast, Inc.	35,37	
United States	ROADSHOP	78/681309	7/29/2005	3120201	7/25/2006	Registered	Circuit City Stores West Coast, Inc.	35,37	






“Circuit City” and related Domain Registrations:

Domain Name	Paid Through Date	Status	Renewal Status
ccaportal.com	9/27/2009	registered locked	Auto Renewal
ccaprotectionplan.com	9/6/2010	registered locked	Auto Renewal
ccaprotectionplan.info	9/6/2010	registered locked	Auto Renewal
ccaprotectionplan.net	9/6/2010	registered locked	Auto Renewal
ccaprotectionplan.org	9/6/2010	registered locked	Auto Renewal
cccityadvantage.com	7/3/2011	registered locked	Auto Renewal
ccity.com	1/20/2012	registered locked	Auto Renewal
ccity.info	9/15/2010	registered locked	Auto Renewal
ccity.org	11/12/2011	registered locked	Auto Renewal
ccnotes.com	2/8/2012	registered locked	Auto Renewal
ccplusrewards.com	7/17/2011	registered locked	Auto Renewal
ccprotectionplan.com	9/6/2010	registered locked	Auto Renewal
ccprotectionplan.info	9/6/2010	registered locked	Auto Renewal
ccprotectionplan.net	9/6/2010	registered locked	Auto Renewal
ccprotectionplan.org	9/6/2010	registered locked	Auto Renewal

Domain Name	Paid Through Date	Status	Renewal Status
circuitcity.com	11/9/2014	registered locked	Auto Renewal
circuitcityrewards.com	1/11/2015	registered locked	Auto Renewal
circuitccity.com	9/19/2010	registered locked	Auto Renewal
circuitcity.biz	11/18/2011	registered locked	Auto Renewal
circuitcity.com	12/13/2011	super-locked	Auto Renewal
circuit-city.com	2/25/2012	registered locked	Auto Renewal
circuitcity.com.pr	7/21/2009	registered locked	Auto Renewal
circuitcity.mobi	7/11/2010	registered locked	Auto Renewal
circuitcity.ms	7/31/2010	registered locked	Auto Renewal
circuitcity.net	12/17/2011	registered locked	Auto Renewal
circuit-city.net	7/26/2015	registered locked	Auto Renewal
circuitcity.net.pr	7/21/2009	registered locked	Auto Renewal
circuitcity.org	5/13/2011	registered locked	Auto Renewal
circuitcity.pr	7/21/2009	registered locked	Auto Renewal
circuitcity.us	7/26/2010	registered locked	Auto Renewal
circuitcityadvantage.com	9/6/2010	registered locked	Auto Renewal
circuitcityadvantage.info	9/6/2010	registered locked	Auto Renewal
circuitcityadvantage.net	9/6/2010	registered locked	Auto Renewal
circuitcityadvantage.org	9/6/2010	registered locked	Auto Renewal
circuitcityconnect.com	10/6/2011	registered locked	Auto Renewal
circuitcitycredit.com	6/3/2011	registered locked	Auto Renewal
circuitcitydirect.biz	6/11/2015	registered locked	Auto Renewal
circuitcitydirect.cc	6/12/2015	registered locked	Auto Renewal
circuitcitydirect.com	6/12/2015	registered locked	Auto Renewal
circuitcitydirect.net	6/12/2015	registered locked	Auto Renewal
circuitcitydirect.org	6/12/2015	registered locked	Auto Renewal
circuitcitydirect.tv	6/12/2015	registered locked	Auto Renewal
circuitcityoutlet.com	9/14/2009	registered locked	Auto Renewal
circuitcityplus.com	6/3/2011	registered locked	Auto Renewal
circuitcityplusvisa.com	6/3/2011	registered locked	Auto Renewal
circuitcityrebate.com	9/9/2013	registered locked	Auto Renewal
circuitcityrebates.com	2/11/2014	registered locked	Auto Renewal

Domain Name	Paid Through Date	Status	Renewal Status
circuitcityrepair.com	2/6/2010	registered locked	Auto Renewal
circuitcityrewards.com	7/17/2013	registered locked	Auto Renewal
circuitcityservice.com	5/2/2014	registered locked	Auto Renewal
circuitcityservice.net	5/2/2014	registered locked	Auto Renewal
circuitcityservice.org	5/2/2014	registered locked	Auto Renewal
circuitcityservices.com	12/18/2012	registered locked	Auto Renewal
circuitcity-store.com	7/11/2011	registered locked	Auto Renewal
circuitcitystores.com	1/9/2017	registered locked	Auto Renewal
circuitcity-stores.com	7/11/2011	registered locked	Auto Renewal
circuitcitysurvey.com	12/10/2011	registered locked	Auto Renewal
circuitcitywarehouse.com	12/7/2011	registered locked	Auto Renewal
circuitctydirect.biz	6/11/2015	registered locked	Auto Renewal
circuitctydirect.cc	6/12/2015	registered locked	Auto Renewal
circuitctydirect.com	6/12/2015	registered locked	Auto Renewal
circuitctydirect.net	6/12/2015	registered locked	Auto Renewal
circuitctydirect.org	6/12/2015	registered locked	Auto Renewal
circuitctydirect.tv	6/12/2015	registered locked	Auto Renewal
circuitshitty.com	5/22/2012	registered locked	Auto Renewal
circuitshitty.net	5/22/2012	registered locked	Auto Renewal
circuitcity.com	12/7/2009	registered locked	Auto Renewal
circuitcity.com	7/27/2009	registered locked	Auto Renewal
cityadvantage.com	5/21/2012	registered locked	Auto Renewal
connectcircuitcity.com	10/6/2011	registered locked	Auto Renewal
connectoperatedbycircuitcity.com	10/6/2011	registered locked	Auto Renewal
connectpoweredbycircuitcity.com	10/6/2011	registered locked	Auto Renewal
curcircuitcity.com	2/6/2017	registered locked	Auto Renewal
wwwcircuitcity.com	11/19/2011	registered locked	Auto Renewal
roadshop.org	2/28/2013	registered locked	Auto Renewal

“The City” and related Trademark Applications for Registration and Registrations:

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Benelux	FIND YOURSELF IN THE CITY	1127815	1/26/2007	0817472	5/7/2007	Registered	Circuit City Stores West Coast, Inc.	6,9,16,25, 28,35,37,4 1,42	Registered (have agreed to remove Class 36 as concession to Citigroup); registered 0817472
Benelux	FIND YOURSELF IN THE CITY (LOGO) 	1127822	1/26/2007	0817476	7/12/2007	Registered	Circuit City Stores West Coast, Inc.	6,9,16,25, 28,35,37,4 1,42	
Benelux	THE CITY (LOGO) 	1128508	2/6/2007			Pending	Circuit City Stores West Coast, Inc.	6,9,16,25, 28,35,37,4 1,42	Opposed (by La City) – Answer filed and discovery period extended to Mar. 11, 2009
Benelux	THE CITY (LOGO) 2 	1127825	1/26/2007			Pending	Circuit City Stores West Coast, Inc.	6,9,16,25, 28,35,37,4 1,42	Opposed (by La City) – Answer filed and discovery period extended to Mar. 11, 2009
Canada	FIND YOURSELF IN THE CITY	1357440	7/26/2007			Pending	Circuit City Stores West Coast, Inc.	6,9,16,25, 28,35,37,4 1,42	Opposed by Citigroup on Jul. 2, 2008 – Matter suspended until Jun. 30, 2009 due to Circuit City bankruptcy
Canada	FIND YOURSELF IN THE CITY (LOGO) 	1357441	7/26/2007			Pending	Circuit City Stores West Coast, Inc.	6,9,16,25, 28,35,37,4 1,42	Opposed by Citigroup on Jul. 2, 2008 – Matter suspended until Jun. 30, 2009 due to Circuit City bankruptcy
Canada	THE CITY	1338031	3/6/2007			Pending	Circuit City Stores West Coast, Inc.	6,9,21,25, 28,35,37,4 1,42	Statement of Opposition filed by Citigroup on May 7, 2008; Counterstatement filed by CC; Matter suspended until Jun. 30, 2009 due to Circuit City bankruptcy
Canada	THE CITY (LOGO) 	1357442	7/26/2007			Pending	Circuit City Stores West Coast, Inc.	6,9,16,25, 28,35,37,4 1,42	Proposed opposition filed by Citigroup on Sep. 19, 2008; Matter suspended until Jun. 30, 2009 due to Circuit City bankruptcy
Puerto Rico	THE CITY	72,512	3/9/2007	72,512	3/9/2007	Registered	Circuit City Stores West Coast, Inc.	6	Deadline to file Statement of Use: Mar. 9, 2012
Puerto Rico	THE CITY	75,510	3/9/2007	75,510	3/9/2007	Registered	Circuit City Stores West Coast, Inc.	9	Deadline to file Statement of Use: Mar. 9, 2012

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Puerto Rico	THE CITY	72,511	3/9/2007	72,511	3/9/2007	Registered	Circuit City Stores West Coast, Inc.	16	Deadline to file Statement of Use: Mar. 9, 2012
Puerto Rico	THE CITY	72,509	3/9/2007	72,509	3/9/2007	Registered	Circuit City Stores West Coast, Inc.	21	Deadline to file Statement of Use: Mar. 9, 2012
Puerto Rico	THE CITY	72,508	3/9/2007	72,508	3/9/2007	Registered	Circuit City Stores West Coast, Inc.	25	Deadline to file Statement of Use: Mar. 9, 2012
Puerto Rico	THE CITY	72,506	3/9/2007	72,506	3/9/2007	Registered	Circuit City Stores West Coast, Inc.	28	Deadline to file Statement of Use: Mar. 9, 2012
Puerto Rico	THE CITY	72,505	3/9/2007	72,505	3/9/2007	Registered	Circuit City Stores West Coast, Inc.	35	Deadline to file Statement of Use: Mar. 9, 2012
Puerto Rico	THE CITY	72,507	3/9/2007	72,507	3/9/2007	Registered	Circuit City Stores West Coast, Inc.	37	Deadline to file Statement of Use: Mar. 9, 2012
Puerto Rico	THE CITY	72,504	3/9/2007	72,504	3/9/2007	Registered	Circuit City Stores West Coast, Inc.	41	Deadline to file Statement of Use: Mar. 9, 2012
Puerto Rico	THE CITY	72,503	3/9/2007	72,503	3/9/2007	Registered	Circuit City Stores West Coast, Inc.	42	Deadline to file Statement of Use: Mar. 9, 2012
Hong Kong	THE CITY	300827028	3/8/2007			Pending	Circuit City Stores West Coast, Inc.	9,16,21,25,28,35,37,41,42	Opposition filed by Citigroup – Deadline to file counterstatement is 5/9/09; local counsel instructed to agree to proposed 9 month stay
Taiwan	THE CITY	096010252	3/7/2007			Pending	Circuit City Stores West Coast, Inc.	6,9,16,21,25,28,35,37,41,42	8/22/08 – BDA responded to office action and revised goods description per examiner request
United States	FIND YOURSELF IN THE CITY	77233114	7/18/2007			Pending	Circuit City Stores West Coast, Inc.	6,9,16,25,28,35,37,41,42	Opposed by Citigroup: 12/29/08 – Matter suspended pending outcome of bankruptcy
United States	FIND YOURSELF IN THE CITY (LOGO)	77233092	7/18/2007			Pending	Circuit City Stores West Coast, Inc.	6,9,16,25,28,35,37,41,42	Opposed by Citigroup: 12/29/08 – Matter suspended pending outcome of bankruptcy
United States	THE CITY	77/045076	11/15/2006			Pending	Circuit City Stores West Coast, Inc.	6	Notice of Allowance issued; 2 EOT taken; Statement of Use due 2/28/09
United States	THE CITY	77/045101	11/15/2006	3419172	4/29/2008	Registered	Circuit City Stores West Coast, Inc.	16	
United States	THE CITY	77/045131	11/15/2006	3436855	5/27/2008	Registered	Circuit City Stores West Coast, Inc.	35	
United States	THE CITY	77/045137	11/15/2006	3427528	5/13/2008	Registered	Circuit City Stores West Coast, Inc.	41	
United States	THE CITY	77/045140	11/15/2006	3458704	7/1/2008	Registered	Circuit City Stores West Coast, Inc.	42	

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	THE CITY	77045109	11/15/2006			Pending	Circuit City Stores West Coast, Inc.	21	Notice of Allowance issued; 2 EOT taken; Statement of Use due 2/28/09
United States	THE CITY	77045123	11/15/2006			Pending	Circuit City Stores West Coast, Inc.	25	Opposed (by La City) – 7/15/08 – received amended notice of opposition; deadline to answer 11/5/08
United States	THE CITY	77045127	11/15/2006			Pending	Circuit City Stores West Coast, Inc.	28	Notice of Allowance issued on 5/8/07; 2 EOT taken; Statement of Use due 5/8/09
United States	THE CITY	77045135	11/15/2006			Pending	Circuit City Stores West Coast, Inc.	37	Opposed by Citigroup: 12/29/08 – Matter suspended pending outcome of bankruptcy
United States	THE CITY	77124278	3/7/2007			Pending	Circuit City Stores West Coast, Inc.	38,41	Notice of Allowance issued; Statement of Use due 5/20/09
United States	THE CITY (LOGO)	77233104	7/18/2007			Pending	Circuit City Stores West Coast, Inc.	6,9,16,25, 28,35,37, 41,42	Opposed by Citigroup: 12/29/08 – Matter suspended pending outcome of bankruptcy
United States	CITY BUNDLE	77493143	06/06/2008			Pending	Circuit City Stores West Coast, Inc.	35	Notice of Publication – 11/12/08
United States	CITY BUNDLE	77493122	06/06/2008			Pending	Circuit City Stores West Coast, Inc.	9	Notice of Publication – 11/12/08
United States	CITY DEAL	77493055	06/06/2008			Pending	Circuit City Stores West Coast, Inc.	35	Office action response due: 3/18/09
United States	CITY DEAL	77493107	06/06/2008			Pending	Circuit City Stores West Coast, Inc.	9	12/2/08- Extension of time to oppose filed by Citigroup
United States	CITY DESIGNS	78972150	9/12/2006			Transfer	Circuit City Stores, Inc.	42,37	
United States	CITY HOME	77303436	10/12/2007			Pending	Circuit City Stores West Coast, Inc.	21,25	Suspended due to similar third party applications (now abandoned); need to file request lift suspension
United States	CITY HOME	77303434	10/12/2007			Pending	Circuit City Stores West Coast, Inc.	35,37,41, 42	Notice of Allowance issued on May 27, 2008; Statement of Use due on 5/27/09
United States	CITY LIFE	77493213	06/06/2008			Pending	Circuit City Stores West Coast, Inc.	9,16,41	Office action response due: 3/18/09
United States	CITY SOLUTIONS	77156778	4/13/07			Pending	Circuit City Stores West Coast, Inc.	9,35	Opposed by Citigroup; 12/29/08 – Matter suspended pending outcome of bankruptcy
United States	IT'S SIMPLE IN THE CITY	77268689	8/30/2007			Pending	Circuit City Stores West Coast, Inc.	6,9,16,21, 25,28,35, 37,41,42	Opposed by Citigroup: 12/29/08 – Matter suspended pending outcome of bankruptcy

“Circuit City” and related Domain Registrations:

Domain Name	Paid Through Date	Status	Renewal Status
1800thecity.com	8/13/2010	registered locked	Auto Renewal
thecity.com	6/16/2017	registered locked	Auto Renewal
thecity.com.pr	11/20/2009	registered locked	Auto Renewal
thecity.net.pr	11/20/2009	registered locked	Auto Renewal
thecity.org.pr	11/20/2009	registered locked	Auto Renewal

Other Miscellaneous Domain Registrations:

Domain Name	Paid Through Date	Status	Renewal Status
buyec.biz	11/10/2011	registered locked	Auto Renewal
buyec.com	11/11/2011	registered locked	Auto Renewal
buyec.net	11/11/2011	registered locked	Auto Renewal
buyec.org	11/11/2011	registered locked	Auto Renewal
eccwest.com	12/30/2011	registered locked	Auto Renewal
eonline.biz	11/10/2011	registered locked	Auto Renewal
eonline.org	11/11/2011	registered locked	Auto Renewal
ecstores.biz	11/10/2011	registered locked	Auto Renewal
ecstores.net	11/11/2011	registered locked	Auto Renewal
ecstores.org	11/11/2011	registered locked	Auto Renewal
ehdc.com	4/8/2015	registered locked	Auto Renewal
heartofthecity.com	5/17/2010	registered locked	Auto Renewal
ihateec.biz	11/10/2011	registered locked	Auto Renewal
ihateec.com	11/11/2011	registered locked	Auto Renewal
ihateec.net	11/11/2011	registered locked	Auto Renewal
lhateec.org	11/11/2011	Registered locked	Auto Renewal
iloveec.biz	11/10/2011	registered locked	Auto Renewal
iloveec.net	11/11/2011	registered locked	Auto Renewal
iloveec.org	11/11/2011	registered locked	Auto Renewal

Toll Free Number: 1-800-THE CITY

Customer Database: (i) All customer transaction information and e-mails relating thereto for any customers who have ever made purchases from Circuit City through its online retail channels, including any who have purchased through multiple channels which include online (such as in-store and online), conveyed exclusively; (ii) All valid e-mail addresses owned by Circuit City (customer has “opted in” for CC marketing) for which there is no associated customer transaction information, conveyed exclusively; (iii) all other customer transaction information, obtained through channels not involving online, conveyed on a non-exclusive basis.

APPENDIX B -- GROUP 2 ASSETS

Copyright Applications for Registration and Registrations:


Title	Registration No.	Publication Date/ Year of Creation	Registration Date	Deposit/Limitation	Current Owner
Hook up	PA-u-2-596-147	2001	9/10/2001	Videocassette	Circuit City Stores, Inc.
Newspaper	PA-u-2-596-146	2001	9/10/2001	Videocassette	Circuit City Stores, Inc.
Store help	PA-1-056-485	7/1/2001	9/10/2001	Videocassette	Circuit City Stores, Inc.
In & out	PA-1-056-484	7/1/2001	9/10/2001	Videocassette	Circuit City Stores, Inc.
Management's guide to positive associate relations	TX-u-463-184	1990	2/6/1991	Monograph	Circuit City Stores, Inc.

Patents and Patent Applications:


Title	Country	Applic. No.	Filing Date	Patent No.	Issue Date	Owner
Temporal compression	United States	10/155966	5/29/2002	7170941	1/30/2007	Patapsco Designs, Inc.
System and Method for Guided Sales	United States	11/553092	10/26/2006			Circuit City Stores Inc.
System and Method for Guided Sales	Canada	2566052	10/30/2006			Circuit City Stores, Inc.
Method and Device for Determining Adequacy of Space for Television Sets	United States	10/216805	8/13/2002	6775915	8/17/2004	Circuit City Stores, Inc.
Unpublished	United States	61/042927	4/7/2008			Circuit City Stores, Inc.

Trademark Applications for Registration and Registrations:

24/24 PICKUP GUARANTEE


Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	24 MINUTES \$24 GIFT CARD PICKUP GUARANTEE and design 	78/745232	11/2/2005	3224402	4/3/2007	Registered	Circuit City Stores West Coast, Inc.	35	4/3/2013: Affidavit of Use; 4/3/2017: Renewal

ANIKA


Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	ANIKA	78/477055	9/1/2004	3005974	10/11/2005	Registered	Circuit City Stores West Coast, Inc.	9,18	10/11/2011: Affidavit of Use; 10/11/2015: Renewal
United States	ANIKA (Stylized) 	76/628584	1/18/2005	3003528	10/4/2005	Registered	Circuit City Stores West Coast, Inc.	9.18	10/4/2011: Affidavit of Use; 10/4/2015: Renewal

CRITERION

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Canada	CRITERION	0397170	4/22/1976	TMA221258	6/17/1977	Registered	Circuit City Stores West Coast, Inc.	9	
United States	CRITERION	74/257644	3/23/1992	1783326	7/20/1993	Registered	Circuit City Stores West Coast, Inc.	9	

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	CRITERION and design 	72/126354	8/21/1961	745725	2/26/1963	Registered	Circuit City Stores West Coast, Inc.	9	

ESA




Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	ESA	78/283674	8/6/2003	2995848	9/13/2005	Registered	Circuit City Stores West Coast, Inc.	9	
United States	ESA and Design 	78/289750	8/20/2003	3194858	1/2/2007	Registered	Circuit City Stores West Coast, Inc.	9	

Domain Registrations:

Domain Name	Paid Through Date	Status	Renewal Status
esahelp.net	2/13/2016	registered locked	Auto Renewal
esahelp.org	2/13/2016	registered locked	Auto Renewal
esaparts.com	2/13/2016	registered locked	Auto Renewal
esaparts.net	2/13/2016	registered locked	Auto Renewal
esaparts.org	2/13/2016	registered locked	Auto Renewal
esaproducts.net	2/13/2016	registered locked	Auto Renewal
esaproducts.org	2/13/2016	registered locked	Auto Renewal
esaservice.org	2/13/2016	registered locked	Auto Renewal
esastores.com	2/13/2016	registered locked	Auto Renewal
esastores.net	2/13/2016	registered locked	Auto Renewal
esastores.org	2/13/2016	registered locked	Auto Renewal
esasucks.com	2/13/2016	registered locked	Auto Renewal
esasucks.net	2/13/2016	registered locked	Auto Renewal






Domain Name	Paid Through Date	Status	Renewal Status
esasucks.org	2/13/2016	registered locked	Auto Renewal
ihateesa.com	2/13/2016	registered locked	Auto Renewal
ihateesa.net	2/13/2016	registered locked	Auto Renewal
ihateesa.org	2/13/2016	registered locked	Auto Renewal
iloveesa.com	2/13/2016	registered locked	Auto Renewal
iloveesa.net	2/13/2016	registered locked	Auto Renewal
iloveesa.org	2/13/2016	registered locked	Auto Renewal

FIREDOG

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Brazil	FIREDOG	900548584	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	25	
Brazil	FIREDOG	900548657	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	41	
Brazil	FIREDOG	900548592	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	30	
Brazil	FIREDOG	900548614	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	32	
Brazil	FIREDOG	900548649	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	37	
Brazil	FIREDOG	900548630	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	35	
Brazil	FIREDOG	900548673	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	42	
Brazil	FIREDOG (LOGO) 	900548703	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	30	
Brazil	FIREDOG (LOGO) 	900548800	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	42	
Brazil	FIREDOG (LOGO) 	900548746	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	35	

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Brazil	FIREDOG (LOGO) 	900548770	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	41	
Brazil	FIREDOG (LOGO) 	900548711	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	32	
Brazil	FIREDOG (LOGO) 	900548762	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	37	
Brazil	FIREDOG (LOGO) 	900548690	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	25	
Canada	FIREDOG	1311957	8/4/2006			Allowed	Courchevel, LLC.	25	Notice of Allowance issued – Statement of Use due Aug. 4, 2009
Canada	FIREDOG	1311618	8/2/2006			Allowed	Courchevel, LLC.	6,9,16,25, 28,35,36,47,41,42	Notice of Allowance issued – Statement of Use due Aug. 2, 2009
Canada	FIREDOG (LOGO) 	1311968	8/4/2006			Allowed	Courchevel, LLC.	25	Notice of Allowance issued – Statement of Use due Aug. 4, 2009
Canada	FIREDOG (LOGO) 	1311617	8/2/2006			Allowed	Courchevel, LLC.	6,9,16,25, 28,35,36,47,41,42	Notice of Allowance issued – Statement of Use due Aug. 2, 2009
China	FIREDOG	6306431	9/30/2007			Pending	Circuit City Stores West Coast, Inc.	25	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG	6313518	10/9/2007			Pending	Circuit City Stores West Coast, Inc.	30	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG	6313517	10/9/2007			Pending	Circuit City Stores West Coast, Inc.	32	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG	6306430	9/30/2007			Pending	Circuit City Stores West Coast, Inc.	35	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG	6306429	9/30/2007			Pending	Circuit City Stores West Coast, Inc.	37	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG	6306428	9/30/2007			Pending	Circuit City Stores West Coast, Inc.	41	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG	6306427	9/30/2007			pending	Circuit City Stores West Coast, Inc.	42	Application pending- 7/22/08 – FA confirms filing response to OA

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
China	FIREDOG (LOGO) 	6313513	10/9/2007			Pending	Circuit City Stores West Coast, Inc.	25	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG (LOGO) 	6313512	10/9/2007			Pending	Circuit City Stores West Coast, Inc.	30	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG (LOGO) 	6313511	10/9/2007			Pending	Circuit City Stores West Coast, Inc.	32	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG (LOGO) 	6313510	10/9/2007			Pending	Circuit City Stores West Coast, Inc.	35	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG (LOGO) 	6313509	10/8/2007			Pending	Circuit City Stores West Coast, Inc.	37	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG (LOGO) 	6313640	10/9/2007			Pending	Circuit City Stores West Coast, Inc.	41	Application pending- 7/22/08 – FA confirms filing response to OA
China	FIREDOG (LOGO) 	6313630	10/9/2007			Pending	Circuit City Stores West Coast, Inc.	42	Application pending- 7/22/08 – FA confirms filing response to OA
European Community	FIREDOG	006322408	10/1/2007			Pending	Circuit City Stores West Coast, Inc.	25,35,37,41,42	6/19/08- FA advised that application opposed by DARK DOG; matter pending
European Community	FIREDOG	006341961	10/8/2007			Pending	Circuit City Stores West Coast, Inc.	30,32	6/19/08- FA advised that application opposed by DARK DOG; matter pending
European Community	FIREDOG (LOGO) 	006354617	10/11/2007	006354617	9/18/2008	Registered	Circuit City Stores West Coast, Inc.	25,30,32,35,37,41,42	Registered
Japan	FIREDOG	2007-102570	10/2/2007			Pending	Circuit City Stores West Coast, Inc.	25,35,37,41,42	1/7/09 – Local counsel confirmed office action response has been submitted
Japan	FIREDOG	2007-104384	10/8/2007	5141316	6/13/2008	Registered	Circuit City Stores West Coast, Inc.	30,32	7/10/08 – rec'd registration certificate

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Japan	FIREDOG (LOGO) 	2007-105246	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	25,30,32, 35,37,41 42	1/22/09 – Local counsel advises of office action deadline to respond is Apr. 9, 2009
Japan	FIREDOG (LOGO) 	2008-84028	10/11/2007			Pending	Circuit City Stores West Coast, Inc.	35	10/15/08 – this application divided from 105246/2007 to overcome 1st office action- deadline to respond to 2nd OA – 4/19/09
Japan	FIREDOG (LOGO) 	2008-84026	10/11/2007	5188722	12/12/08	Registered	Circuit City Stores West Coast, Inc.	35	Covers: Retail services or wholesale services for photographic machines and apparatus and photographic supplies
Japan	FIREDOG (LOGO) 	2008-84027	10/11/2007	5188723	12/12/08	Registered	Circuit City Stores West Coast, Inc.	35	Covers: Retail services or wholesale services for toys, dolls, game machines and apparatus
Puerto Rico	FIREDOG	73,932	7/19/2007	73,922	7/19/2007	Registered	Circuit City Stores West Coast, Inc.	41	
Puerto Rico	FIREDOG	73,927	7/19/2007	73,927	7/19/2007	Registered	Circuit City Stores West Coast, Inc.	37	
Puerto Rico	FIREDOG	73,928	7/19/2007	73,928	7/19/2007	Registered	Circuit City Stores West Coast, Inc.	36	
Puerto Rico	FIREDOG	73,929	7/19/2007	73,929	7/19/2007	Registered	Circuit City Stores West Coast, Inc.	42	
Puerto Rico	FIREDOG	73,930	7/19/2007	73,930	7/19/2007	Registered	Circuit City Stores West Coast, Inc.	35	
Puerto Rico	FIREDOG	73,931	7/19/2007	73,931	7/19/2007	Registered	Circuit City Stores West Coast, Inc.	28	
Puerto Rico	FIREDOG	73,933	7/19/2007	73,933	7/19/2007	Registered	Circuit City Stores West Coast, Inc.	16	
Puerto Rico	FIREDOG	73,940	7/19/2007	73,940	7/19/2007	Registered	Circuit City Stores West Coast, Inc.	9	
South Korea	FIREDOG	45-2007-4313	10/2/2007			Pending	Circuit City Stores West Coast, Inc.	25,35,37,4 1,42	12/19/08 – FA advises mark registered
South Korea	FIREDOG	40-2007-52138	10/9/2007			Pending	Circuit City Stores West Coast, Inc.	30,32	1/7/09 – FA advises mark registered
South Korea	FIREDOG (LOGO) 	45-2007-4409	10/9/2007			Pending	Circuit City Stores West Coast, Inc.	25,30,32,3 5,37,41,42	11/24/08 – FA advises mark registered

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
State of Hawaii	FIREDOG			4063142	5/20/2008	Registered	Circuit City Stores West Coast, Inc.	Not listed	SERVICES, INCLUDING, BUT NOT LIMITED TO, PERSONAL COMPUTING AND HOME ENTERTAINMENT INSTALLATION
State of Nebraska	FIREDOG			10095380	3/2/2007	Registered	Circuit City Stores, Inc.	Not registered for specific goods/services	
United States	FIREDOG	77/179612	5/12/2007	3513384	10/7/2008	Registered	Courchevel, LLC.	30,32	
United States	FIREDOG	78/979580	2/8/2006	3390320	1/26/2008	Registered	Courchevel, LLC.	37,41,42	
United States	FIREDOG	78/810460	2/8/2006			Allowed	Courchevel, LLC.	6,9,16,28, 35,36, 37, 41, 42	Notice of Allowance re-issued following division; e EOT taken; Statement of Use due Apr. 10, 2009
United States	FIREDOG (LOGO) 	78/941706	7/31/2006	3337398	11/13/2007	Registered	Courchevel, LLC.	25	
United States	FIREDOG (LOGO) 	77/179615	5/12/2007	3513385	10/7/2008	Registered	Courchevel, LLC.	30,32	
United States	FIREDOG (LOGO) 	78/898042	6/1/2006			Pending	Courchevel, LLC.	6,9,16,25, 28,35,36	Request to divide application filed on 12/17/08; Statement of Use due 6/17/09
United States	FIREDOG (LOGO) 	78/980904	6/1/2006			Pending	Courchevel, LLC.	37,41,42	Statement of Use filed on 12/17/08; mark should register soon
United States	FIREDOG RESCUE	77531793	7/25/2008			Pending	Circuit City Stores West Coast, Inc.	37,41,42	12/18/09 – application should be published for opposition soon
United States	FIREDOG (WORD AND LOGO)	78941727	7/31/2006			Pending	Courchevel, LLC.	25	Statement of Use filed on 12/17/08; 2/3/09 – application should register soon


Domain Registrations:

Domain Name	Paid Through Date	Status	Renewal Status
1800firedog.com	7/27/2013	registered locked	Auto Renewal
800firedog.com	7/27/2013	registered locked	Auto Renewal
fduonline.com	2/7/2010	registered locked	Auto Renewal
firdogsux.biz	2/5/2010	registered locked	Auto Renewal
firdogsux.com	2/6/2010	registered locked	Auto Renewal
firdogsux.info	2/6/2010	registered locked	Auto Renewal
firdogsux.net	2/6/2010	registered locked	Auto Renewal
firdogsux.org	2/6/2010	registered locked	Auto Renewal
firedog.biz	2/1/2017	registered locked	Auto Renewal
firedog.com	7/9/2016	registered locked	Auto Renewal
firedog.com.pr	7/21/2009	registered locked	Auto Renewal
firedog.mobi	9/26/2010	registered locked	Auto Renewal
firedog.net.pr	7/21/2009	registered locked	Auto Renewal
firedog.pr	7/21/2009	registered locked	Auto Renewal
firedogaa.com	11/27/2011	registered locked	Auto Renewal
firedogacrossamerica.com	11/27/2011	registered locked	Auto Renewal
firedogadvisor.com	5/31/2009	registered locked	Auto Renewal
firedogcar.com	5/2/2009	registered locked	Auto Renewal
firedogcentral.com	2/7/2010	registered locked	Auto Renewal
firedogcustomerservice.com	5/2/2017	registered locked	Auto Renewal
firedogged.biz	2/5/2010	registered locked	Auto Renewal
firedogged.ca	2/13/2018	registered locked	Auto Renewal
firedogged.com	2/6/2010	registered locked	Auto Renewal
firedogged.info	2/6/2010	registered locked	Auto Renewal
firedogged.net	2/6/2010	registered locked	Auto Renewal
firedogged.org	2/6/2010	registered locked	Auto Renewal
firedoginstall.com	5/2/2017	registered locked	Auto Renewal
firedoginstallations.com	3/5/2010	registered locked	Auto Renewal
firedoginstalls.com	5/2/2017	registered locked	Auto Renewal
firedogonline.com	7/14/2013	registered locked	Auto Renewal
firedogpc.com	5/2/2017	registered locked	Auto Renewal

Domain Name	Paid Through Date	Status	Renewal Status
firedogrescue.biz	7/28/2010	registered locked	Auto Renewal
firedogrescue.cc	7/28/2010	registered locked	Auto Renewal
firedogrescue.com	7/28/2010	registered locked	Auto Renewal
firedogrescue.info	7/28/2010	registered locked	Auto Renewal
firedogrescue.net	7/28/2010	registered locked	Auto Renewal
firedogrescue.org	7/28/2010	registered locked	Auto Renewal
firedogrescue.tv	7/28/2010	registered locked	Auto Renewal
firedogs.ca	2/13/2018	registered locked	Auto Renewal
firedogs.info	5/24/2013	registered locked	Auto Renewal
firedogs.us	2/23/2010	registered locked	Auto Renewal
firedogservice.com	5/2/2017	registered locked	Auto Renewal
firedogservices.com	9/11/2009	registered locked	Auto Renewal
firedogsucks.biz	2/5/2010	registered locked	Auto Renewal
firedogsucks.ca	2/16/2018	registered locked	Auto Renewal
firedogsucks.com	2/6/2010	registered locked	Auto Renewal
firedogsucks.info	2/6/2010	registered locked	Auto Renewal
firedogsucks.net	2/6/2010	registered locked	Auto Renewal
firedogsucks.org	2/6/2010	registered locked	Auto Renewal
firedogsupport.com	5/2/2017	registered locked	Auto Renewal
firedogsux.biz	2/5/2010	registered locked	Auto Renewal
firedogsux.ca	2/16/2018	registered locked	Auto Renewal
firedogsux.com	2/6/2010	registered locked	Auto Renewal
firedogsux.info	2/6/2010	registered locked	Auto Renewal
firedogsux.net	2/6/2010	registered locked	Auto Renewal
firedogsux.org	2/6/2010	registered locked	Auto Renewal
firedogtech.com	6/2/2011	registered locked	Auto Renewal
firedogu.com	2/7/2010	registered locked	Auto Renewal
firedoguniversity.com	2/7/2010	registered locked	Auto Renewal
firedogz.biz	2/5/2010	registered locked	Auto Renewal
firedogz.ca	2/13/2018	registered locked	Auto Renewal
firedogz.com	2/6/2010	registered locked	Auto Renewal
firedogz.info	2/6/2010	registered locked	Auto Renewal
firedogz.net	2/6/2010	registered locked	Auto Renewal

Domain Name	Paid Through Date	Status	Renewal Status
firedogz.org	2/6/2010	registered locked	Auto Renewal
firedogz.us	5/1/2017	registered locked	Auto Renewal
ihatefiredog.biz	2/5/2010	registered locked	Auto Renewal
ihatefiredog.ca	2/13/2018	registered locked	Auto Renewal
ihatefiredog.com	2/6/2010	registered locked	Auto Renewal
ihatefiredog.info	2/6/2010	registered locked	Auto Renewal
ihatefiredog.net	2/6/2010	registered locked	Auto Renewal
ihatefiredog.org	2/6/2010	registered locked	Auto Renewal
ilovefiredog.biz	2/5/2010	registered locked	Auto Renewal
ilovefiredog.ca	2/13/2019	registered locked	Auto Renewal
ilovefiredog.com	2/6/2010	registered locked	Auto Renewal
ilovefiredog.info	2/6/2010	registered locked	Auto Renewal
ilovefiredog.net	2/6/2010	registered locked	Auto Renewal
ilovefiredog.org	2/6/2010	registered locked	Auto Renewal
whatisfiredog.com	8/16/2013	registered locked	Auto Renewal

FIRST NORTH AMERICAN NATIONAL BANK

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	1N FIRST NORTH AMERICAN NATIONAL BANK stylized 	74/540337	6/20/1994	2007398	10/15/1996	Registered	Circuit City Stores West Coast, Inc.	36	Renewal 10/15/2016
United States	FNANB	75/345362	8/22/1997	2192263	9/29/1998	Registered	Circuit City Stores West Coast, Inc.		
United States	FNANB ONLINE	76/171240	11/27/2000	2729888	6/24/2003	Registered	Circuit City Stores West Coast, Inc.	36	


Domain Registrations:

Domain Name	Paid Through Date	Status	Renewal Status
fnanb.biz	11/18/2011	registered locked	Auto Renewal
fnanb.net	11/11/2011	registered locked	Auto Renewal
fnanb.org	11/12/2011	registered locked	Auto Renewal

INTERTAN

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Switzerland	INTERTAN	221/1990	1/5/1990	383390	6/6/1991	Registered	InterTAN, Inc.	1,4,6-9,14-17,20,28	

IQ CREW

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	IQ CREW	78/528815	12/8/2004	3141250	9/12/2006	Registered	Circuit City Stores West Coast, Inc.	37,41,42	
United States	IQ CREW (stylized and design) 	78/540423	12/31/2004	3100282	6/6/2006	Registered	Circuit City Stores West Coast, Inc.	37,41,42	

Domain Registrations:

Domain Name	Paid Through Date	Status	Renewal Status
ihateiqcrew.com	9/6/2016	registered locked	Auto Renewal
ihateiqcrew.net	9/14/2016	registered locked	Auto Renewal
ihateiqcrew.org	9/23/2016	registered locked	Auto Renewal
iloveiqcrew.com	9/6/2016	registered locked	Auto Renewal
iloveiqcrew.net	9/14/2016	registered locked	Auto Renewal
iloveiqcrew.org	9/23/2016	registered locked	Auto Renewal

Domain Name	Paid Through Date	Status	Renewal Status
iqcrew.com	8/26/2016	registered locked	Auto Renewal
iqcrewblows.com	9/6/2016	registered locked	Auto Renewal
iqcrewblows.net	9/14/2016	registered locked	Auto Renewal
iqcrewblows.org	9/23/2016	registered locked	Auto Renewal
iqcrewhelp.com	9/6/2016	registered locked	Auto Renewal
iqcrewhelp.net	9/14/2016	registered locked	Auto Renewal
iqcrewhelp.org	9/23/2016	registered locked	Auto Renewal
iqcrewlocations.com	9/6/2016	registered locked	Auto Renewal
iqcrewlocations.net	9/14/2016	registered locked	Auto Renewal
iqcrewlocations.org	9/23/2016	registered locked	Auto Renewal
iqcrewservice.com	9/6/2016	registered locked	Auto Renewal
iqcrewservice.net	9/14/2016	registered locked	Auto Renewal
iqcrewservice.org	9/23/2016	registered locked	Auto Renewal
iqcrewstores.com	9/6/2016	registered locked	Auto Renewal
iqcrewstores.net	9/14/2016	registered locked	Auto Renewal
iqcrewstores.org	9/23/2016	registered locked	Auto Renewal
iqcrewsucks.com	9/6/2016	registered locked	Auto Renewal
iqcrewsucks.net	9/14/2016	registered locked	Auto Renewal
iqcrewsucks.org	9/23/2016	registered locked	Auto Renewal
iqcrewsux.com	9/6/2016	registered locked	Auto Renewal
iqcrewsux.net	9/14/2016	registered locked	Auto Renewal
iqcrewsux.org	9/23/2016	registered locked	Auto Renewal
screwqiqcrew.com	9/6/2016	registered locked	Auto Renewal
screwqiqcrew.net	9/14/2016	registered locked	Auto Renewal
screwqiqcrew.org	9/23/2016	registered locked	Auto Renewal
theiqcrew.com	9/6/2016	registered locked	Auto Renewal
theiqcrew.net	9/14/2016	registered locked	Auto Renewal
theiqcrew.org	9/23/2016	registered locked	Auto Renewal

[IRIS](#)

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	IRIS	78/309574	10/6/2003	2979330	7/26/2005	Registered	Circuit City Stores West Coast, Inc.	35	
United States	IRIS and Design	78/309714	10/6/2003			Pending	Circuit City Stores West Coast, Inc.	35	
United States	IRIS NO MANUAL REQUIRED	78/309575	10/6/2003	3064308	2/28/2006	Registered	Circuit City Stores West Coast, Inc.	35	

Domain Registrations:

Domain Name	Paid Through Date	Status	Renewal Status
buyiris.biz	11/10/2011	registered locked	Auto Renewal
buyiris.com	11/11/2011	registered locked	Auto Renewal
buyiris.net	11/11/2011	registered locked	Auto Renewal
buyiris.org	11/11/2011	registered locked	Auto Renewal
ihateiris.biz	11/10/2011	registered locked	Auto Renewal
ihateiris.com	11/11/2011	registered locked	Auto Renewal
ihateiris.net	11/11/2011	registered locked	Auto Renewal
ihateiris.org	11/11/2011	registered locked	Auto Renewal
iloveiris.biz	11/10/2011	registered locked	Auto Renewal
iloveiris.com	11/11/2011	registered locked	Auto Renewal
iloveiris.net	11/11/2011	registered locked	Auto Renewal
iloveiris.org	11/11/2011	registered locked	Auto Renewal
shopiris.biz	11/10/2011	registered locked	Auto Renewal
shopiris.com	11/11/2011	registered locked	Auto Renewal
shopiris.net	11/11/2011	registered locked	Auto Renewal
shopiris.org	11/11/2011	registered locked	Auto Renewal

JUST WHAT I NEEDED, JUSTO LO QUE NECESITAS (JUST WHAT YOU NEED)

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
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United States	JUST WHAT I NEEDED. JUST WHAT I NEEDED.	78/445969	7/5/2004	2992310	9/6/2005	Registered	Circuit City Stores West Coast, Inc.	35	
United States	JUSTO LO QUE NECESITAS	78/497132	10/8/2004	3092391	5/16/2006	Registered	Circuit City Stores West Coast, Inc.	35	

LIQUID VIDEO


Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Canada	LIQUID VIDEO	1220130	6/11/2004			Allowed	Circuit City Stores West Coast, Inc.	9	
United States	LIQUID VIDEO	76/455200	9/30/2002	3043163	1/17/2006	Registered	Circuit City Stores West Coast, Inc.	9	

Domain Registrations:

Domain Name	Paid Through Date	Status	Renewal Status
ihateliquidvideo.com	2/13/2016	registered locked	Auto Renewal
ihateliquidvideo.net	2/13/2016	registered locked	Auto Renewal
ihateliquidvideo.org	2/13/2016	registered locked	Auto Renewal
iloveliquidvideo.com	2/13/2016	registered locked	Auto Renewal
iloveliquidvideo.net	2/13/2016	registered locked	Auto Renewal
iloveliquidvideo.org	2/13/2016	registered locked	Auto Renewal
liquidvideohelp.com	2/13/2016	registered locked	Auto Renewal
liquidvideohelp.net	2/13/2016	registered locked	Auto Renewal
liquidvideohelp.org	2/13/2016	registered locked	Auto Renewal
liquidvideoparts.com	2/13/2016	registered locked	Auto Renewal
liquidvideoparts.net	2/13/2016	registered locked	Auto Renewal
liquidvideoparts.org	2/13/2016	registered locked	Auto Renewal
liquidvideoproducts.com	2/13/2016	registered locked	Auto Renewal

Domain Name	Paid Through Date	Status	Renewal Status
liquidvideoproducts.net	2/13/2016	registered locked	Auto Renewal
liquidvideoproducts.org	2/13/2016	registered locked	Auto Renewal
liquidvideoservice.com	2/13/2016	registered locked	Auto Renewal
liquidvideoservice.net	2/13/2016	registered locked	Auto Renewal
liquidvideoservice.org	2/13/2016	registered locked	Auto Renewal
liquidvideostores.com	2/13/2016	registered locked	Auto Renewal
liquidvideostores.net	2/13/2016	registered locked	Auto Renewal
liquidvideostores.org	2/13/2016	registered locked	Auto Renewal
liquidvideosucks.com	2/13/2016	registered locked	Auto Renewal
liquidvideosucks.net	2/13/2016	registered locked	Auto Renewal
liquidvideosucks.org	2/13/2016	registered locked	Auto Renewal

NEXXTECH


Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	NEXXTECH	78/346217	12/29/2003	3493805	8/26/2008	Registered	Circuit City Stores West Coast, Inc.	9	
United States	NX2 NEXXTECH & DESIGN 	78/847481	3/28/2006	3424484	5/6/2008	Registered	Circuit City Stores West Coast, Inc.	9,1,3,20,14	

OHM

Domain Name	Paid Through Date	Status	Renewal Status
ihateohm.com	2/13/2016	registered locked	Auto Renewal
ihateohm.net	2/13/2016	registered locked	Auto Renewal
ihateohm.org	2/13/2016	registered locked	Auto Renewal
iloveohm.com	2/13/2016	registered locked	Auto Renewal
iloveohm.net	2/13/2016	registered locked	Auto Renewal

Domain Name	Paid Through Date	Status	Renewal Status
iloveohm.org	2/13/2016	registered locked	Auto Renewal
ohmhelp.com	2/13/2016	registered locked	Auto Renewal
ohmhelp.net	2/13/2016	registered locked	Auto Renewal
ohmhelp.org	2/13/2016	registered locked	Auto Renewal
ohmparts.com	2/13/2016	registered locked	Auto Renewal
ohmparts.net	2/13/2016	registered locked	Auto Renewal
ohmparts.org	2/13/2016	registered locked	Auto Renewal
ohmproducts.com	2/13/2016	registered locked	Auto Renewal
ohmproducts.net	2/13/2016	registered locked	Auto Renewal
ohmproducts.org	2/13/2016	registered locked	Auto Renewal
ohmservice.net	2/13/2016	registered locked	Auto Renewal
ohmservice.org	2/13/2016	registered locked	Auto Renewal
ohmstores.com	2/13/2016	registered locked	Auto Renewal
ohmstores.net	2/13/2016	registered locked	Auto Renewal
ohmstores.org	2/13/2016	registered locked	Auto Renewal
ohmsucks.com	2/13/2016	registered locked	Auto Renewal
ohmsucks.net	2/13/2016	registered locked	Auto Renewal
ohmsucks.org	2/13/2016	registered locked	Auto Renewal

RAPID SATTELITE

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	RAPIDSATELLITE	76/576198	2/13/2004	2964726	7/5/2005	Registered	Circuit City Stores West Coast, Inc.	35,37,38	
United States	RAPIDSATELLITE.COM and Design 	76/576201	2/13/2004	2980573	8/2/2005	Registered	Circuit City Stores West Coast, Inc.	35,37,38	

Domain Registrations:

Domain Name	Paid Through Date	Status	Renewal Status
rapidsatellite.com	4/5/2011	registered locked	Auto Renewal

TRADING CIRCUIT

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Canada	TRADING CIRCUIT	1220147	6/11/2004	TMA697635	10/2/2007	Registered	Circuit City Stores West Coast, Inc.	35	
United States	TC TRADING CIRCUIT and Design 	78/413288	5/5/2004	3202617	1/23/2007	Registered	Circuit City Stores West Coast, Inc.	35	
United States	TRADING CIRCUIT	78/403082	4/16/2004	3202611	1/23/2007	Registered	Circuit City Stores West Coast, Inc.	35	

Domain Registrations:

Domain Name	Paid Through Date	Status	Renewal Status
tradingcircuit.biz	2/21/2016	registered locked	Auto Renewal
tradingcircuit.ca	5/4/2010	registered locked	Auto Renewal
tradingcircuit.com	2/22/2016	registered locked	Auto Renewal
trading-circuit.com	2/22/2016	registered locked	Auto Renewal




SENS

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
United States	SENS	77515908	7/7/08			Pending	Circuit City Stores West Coast, Inc.		

Domain Registration:

Domain Name	Paid Through Date	Status	Renewal Status
sensproducts.com	6/26/2010	registered locked	Auto Renewal

VERGE

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Canada	VERGE	1220129	6/11/2004			Pending	Circuit City Stores West Coast, Inc.	9	
Canada	VERGE Design	1318215	9/27/2006			Pending	Circuit City Stores West Coast, Inc.	9	
Japan	V VERGE (Design) 	2006-87545	9/20/2006	5156042	8/1/2008	Registered	Circuit City Stores West Coast, Inc.	9	
Japan	VERGE	2006-87544	9/20/2006	5156041	8/1/2008	Registered	Circuit City Stores West Coast, Inc.	9	
United States	V (Stylized) 	77/506739	6/24/2008			Pending	Circuit City Stores West Coast, Inc.	6,9,20	
United States	V VERGE (Design) 	78/848670	3/29/2006	3420400	4/29/2008	Registered	Circuit City Stores West Coast, Inc.	9,6,20	
United States	VERGE	78/359967	1/30/2004	2984192	8/9/2005	Registered	Circuit City Stores West Coast, Inc.	9	
United States	VERGE	78/265758	6/23/2003	3074267	3/28/2006	Registered	Circuit City Stores West Coast, Inc.	9	


Domain Registrations:


Domain Name	Paid Through Date	Status	Renewal Status
ihateverge.com	2/13/2016	registered locked	Auto Renewal
ihateverge.net	2/13/2016	registered locked	Auto Renewal
ihateverge.org	2/13/2016	registered locked	Auto Renewal
iloveverge.com	2/13/2016	registered locked	Auto Renewal
iloveverge.net	2/13/2016	registered locked	Auto Renewal
iloveverge.org	2/13/2016	registered locked	Auto Renewal
vergehelp.com	2/13/2016	registered locked	Auto Renewal
vergehelp.net	2/13/2016	registered locked	Auto Renewal
vergehelp.org	2/13/2016	registered locked	Auto Renewal
vergeparts.com	2/13/2016	registered locked	Auto Renewal
vergeparts.net	2/13/2016	registered locked	Auto Renewal
vergeparts.org	2/13/2016	registered locked	Auto Renewal
vergeproducts.net	2/13/2016	registered locked	Auto Renewal
vergeproducts.org	2/13/2016	registered locked	Auto Renewal
vergeservice.com	2/13/2016	registered locked	Auto Renewal
vergeservice.net	2/13/2016	registered locked	Auto Renewal
vergeservice.org	2/13/2016	registered locked	Auto Renewal
vergestores.com	2/13/2016	registered locked	Auto Renewal
vergestores.net	2/13/2016	registered locked	Auto Renewal
vergestores.org	2/13/2016	registered locked	Auto Renewal
vergesucks.net	2/13/2016	registered locked	Auto Renewal
vergesucks.org	2/13/2016	registered locked	Auto Renewal

WHERE SERVICE IS STATE OF THE ART

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Mexico	WHERE SERVICE IS STATE OF THE ART	247269	11/6/1995	511106	11/28/1995	Registered	Circuit City Stores West Coast, Inc.	35	
Mexico	WHERE SERVICE IS STATE OF THE ART	167480	5/12/1993	438940	8/5/1993	Registered	Circuit City Stores West Coast, Inc.	42	
United States	WHERE SERVICE IS STATE OF THE ART	74/032284	2/26/1990	1625410	11/27/1990	Registered	Circuit City Stores West Coast, Inc.	42	

OTHER MISCELLANEOUS MARKS

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Australia	NETSET	566538	11/1/1991	566538	8/22/1995	Registered	InterTAN, Inc.	9	
Australia	POWER UP	803838	8/16/1999	803838	6/27/2000	Registered	InterTAN Inc.	35	
Australia	TECHCESSORIES	652439	2/6/1995	652439	8/1/1997	Registered	InterTAN, Inc.	9	
Australia	TECHCESSORIES	600170	4/13/1993	600170	7/26/1995	Registered	InterTAN, Inc.	42	
Canada	ANSWER CITY	0728820	5/12/1993	TMA433454 9/16/1994		Registered	Circuit City Stores West Coast, Inc.	1	
Canada	ANSWER CITY & DESIGN 	0728819	5/12/1993	TMA433453 9/16/1994		Registered	Circuit City Stores West Coast, Inc.	1	
Canada	APPLIANCE STATION	809111	4/4/1996	TMA523126 2/15/2000		Registered	Circuit City Stores West Coast, Inc.	42	
Canada	BEST BUY FOR CONSUMER ELECTRONICS AND APPLIANCES 	737199	9/20/1993	TMA471224 2/18/1997		Registered	Circuit City Stores West Coast, Inc.	35	
Canada	BRINGING STATE OF THE ART SERVICE TO YOUR HOME COMFORT NEEDS	0792252	9/11/1995	TMA476230 5/14/1997		Registered	Circuit City Stores West Coast, Inc.	1	

Jurisdiction	Mark/Image	Application Ser. No.	Filing Date	Registration No.	Registration Date	Status	Record Owner	Class(es)	Status
Canada	FLYING PLUG DESIGN 	0701918	3/30/1992	TMA447234	9/8/1995	Registered	Circuit City Stores West Coast, Inc.	1	
United States	DIGITAL DATACATCH	75/746543	7/9/1999	2387541	9/19/2000	Registered	Circuit City Stores West Coast, Inc.	9	
United States	OH! ZONE	78/204648	1/17/2003	2972962	7/19/2005	Registered	Circuit City Stores West Coast, Inc.	35	
United States	SIMPLICITY GUARANTEED	77291044	9/27/2007			Pending	Circuit City Stores West Coast, Inc.	35,37,41, 42	Notice of allowance issued on 5/20/08; Statement of Use due 5/20/09
United States	TOTAL PROTECTION	76/124315	9/8/2000	2735190	7/8/2003	Registered	Circuit City Stores West Coast, Inc.	36	

OTHER MISCELLANEOUS DOMAIN REGISTRATIONS

Domain Name	Paid Through Date	Status	Renewal Status
associatediscount.com	3/1/2010	registered locked	Auto Renewal
associatediscount.org	6/30/2010	registered locked	Auto Renewal
buyec.biz	11/10/2011	registered locked	Auto Renewal
buyec.com	11/11/2011	registered locked	Auto Renewal
buyec.net	11/11/2011	registered locked	Auto Renewal
buyec.org	11/11/2011	registered locked	Auto Renewal
eccwest.com	12/30/2011	registered locked	Auto Renewal
econline.biz	11/10/2011	registered locked	Auto Renewal
econline.org	11/11/2011	registered locked	Auto Renewal
ecstores.biz	11/10/2011	registered locked	Auto Renewal
ecstores.net	11/11/2011	registered locked	Auto Renewal
ecstores.org	11/11/2011	registered locked	Auto Renewal
ehdc.com	4/8/2015	registered locked	Auto Renewal
heartofthecity.com	5/17/2010	registered locked	Auto Renewal
ihateec.biz	11/10/2011	registered locked	Auto Renewal

Domain Name	Paid Through Date	Status	Renewal Status
ihateec.com	11/11/2011	registered locked	Auto Renewal
ihateec.net	11/11/2011	registered locked	Auto Renewal
lhateec.org	11/11/2011	Registered locked	Auto Renewal
iloveec.biz	11/10/2011	registered locked	Auto Renewal
iloveec.net	11/11/2011	registered locked	Auto Renewal
iloveec.org	11/11/2011	registered locked	Auto Renewal
supportcentral.cc	5/8/2010	registered locked	Auto Renewal

Toll Free Numbers: 800 347-3364 (associated with firedog business previously)

Customer Database: All customer transaction information not conveyed exclusively in dot.com deal, conveyed on a non-exclusive basis.

APPENDIX C

Filed under seal.